INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

Form Approved OMB No. 9000-0002 Expires Oct 31, 2004

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware the notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER	2. (X	one)			3. DATE/TIME RESPONSE	DUE	
		a. INV	ITATION FOR	BID (IFB)			
SP0412-04-R-1142	X	b. REC	QUEST FOR PE	ROPOSAL(RFP)	2004 JAN 12	2:00 PM	
		c. REC	QUEST FOR QU	JOTATION (RFQ)			
INSTRUCTIONS							
Note: The provision entitled "Required Central (Contract	tor Reg	gistration" appli	es to most solicitations.			
If you are not submitting a response, complete the different return address is indicated in Block 7	the infor	mation	in Blocks 9 thro	ough 11 and return to the is	ssuing office in Block 4 unless a		
Offerors or quoters must include full, accurate, a attachments). "Fill-ins" are provided on Standard solicitation carefully. The penalty for making false	and com Form 18 stateme	plete in 3, Stand ents in p	nformation in the dard Form 33, as prescribed in 18	eir responses as required by nd other solicitation docum U.S.C. 1001.	y this solicitation (including nents. Examine the entire		
Offerors or quoters must plainly mark their respenses of the proposals that is in the solicitation document.					· -		
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or Instructions to Offerors - Competitive Acquisition".							
4. ISSUING OFFICE (Complete mailing address, includi	ing Zip (Code)		5. ITEMS TO BE PURCE	HASED (Brief description)		
Defense Supply Center Richmond							
ATTN: DSCR Procurement				MULTIPLE N	SNS		
8000 Jefferson Davis Highway							
Richmond, Virginia 23297-5770							
6. PROCUREMENT INFORMATION (X and complete a	as applic	able)				···	
X a. THIS PROCUREMENT IS UNRESTRICTED							
b. THIS PROCUREMENT IS % SET-AS	SIDE FO	OR SM	ALL BUSINES	S. THE APPLICABLE NA	AICS CODE IS:		
c. THIS PROCUREMENT IS % SET-AS	SIDE FO	OR HU	B ZONE CONC	ERNS. THE APPLICABL	E NAICS CODE IS:		
d. THIS PROCUREMENT IS RESTRICTED TO F 7. ADDITIONAL INFORMATION	FIRMS I	ELIGIE	BLE UNDER SE	ECTION 8(a) OF THE SMA	ALL BUSINESS ACT.		
8. POINT OF CONTACT FOR INFORMATION						·	
a. NAME (Last, First, Middle Initial) ALESIA L. HAYES, PZGBD17				b. ADDRESS (Include Zip Code)			
C. TELEPHONE NUMBER d E MAIL ADDRE	FCC		**	Defense Supply Center Richmond ATTN: DSCR Procurement			
(Include Area Code and Extension)				i 8000 Jeffers	ion Davis Highway Virginia 23297-5151		
(804) 279-5593 Alesia.Hayes@dscr.c	dla.mil			Richmond,	virginia 2329/-3131		
9. REASONS FOR NO RESPONSE (X all that apply)							
a. CANNOT COMPLY WITH SPECIFICATIONS	3		d. DO NOT R	OT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED			
b. UNABLE TO IDENTIFY THE ITEM(S)			e. OTHER (S	OTHER (Specify)			
c. CANNOT MEET DELIVERY REQUIREMENT	Γ						
10. MAILING LIST INFORMATION (X one)		-1	1				
WE DO DO NOT DESIRE TO BE RE	TAINE	D ON T	THE MAILING	LIST FOR FUTURE PRO Include Zip Code)	CUREMENT OF THE TYPE INV	OLVED.	
·			0. ADDRESS (include Zip Code)			
c. ACTION OFFICER							
1) Typed or Printed Name (2)	Title			(3) Signatu	re	(4) DATE SIGNED	
(Last, First, Middle Initial)				(5) Signatu	••	(yyyymmdd)	
DD FORM 1707, FEB 2002		Drov	ious edition is obs	alata			

FOLD

FOLD

FROM

AFFIX STAMP HERE

SOLICITATION NUMBER

SP0412-04-R-1142

DATE (YYMMDD) LOCAL TIME
2004 JAN 12 2:00 PM

TO Defense Supply Center Richmond ATTN: DSCR-JJC 8000 Jefferson Davis Highway Richmond, Virginia 23297-5860

SOLI	CITA	TION, OFF	ER AND	AWARD		1. THIS CON UNDER D				DER	-> RATING		PAGE OF	PAGES 26
2. CON	TRACT	NO.		3. SOLICITA	TION NO.				,	CITATION	5. DATE ISSUED	6. RI	EQUISITION/PU	
				CD0.44	9 0 4 TD 4	14.40		SEA	ALED BID (IFB)					
				SP041	2-04-R-1	1142	<u> </u>	X NEG	OTIATE	D (RFP)	2003 DEC 11	L	LTC03317015607	
7. ISS	UED BY				CODE	SP04	00	8	ADDRE	SS OFFER TO	(If other than Item 7)			
	1	Defense Supply ATTN: DSCR I 8000 Jefferson I Richmond, Virg	Procurement Davis Highw	av				Bid Custodian Defense Supply Center Richmond ATTN: DSCR Procurement						
NOTE		led bid solicitation			mean "bid"	and "bidde	r".	\exists			ı Davis Highway rginia 23297-5860			
				-			OLICI	 TATI	ON					
hando	arried,	ers in original and in the depository		copies	for furnish	ing the supp		ervices	in the S		l be received at the plauntil2			04 JAN 12
CAUT	ION -	s): (804)279-4165 LATE Submission subject to all ter	ons, Modific ms and cond	ntions, and W	/ithdrawals ned in this	s: Section L. solicitation.	, Provisio	n No.	52.214-	7 or 52.215-		(11041)		(Date)
10. FO	R IATION .	<u> </u>	ALESIA L.											
CALL	:	B. PHONE	FAX (NO CO -5593 / FAX	LLECT CAL : (804)279-3	LS) C. E 715	-MAIL ADD	RESS			s@dscr.dla.	mil			
(X)	SEC.		DES	CRIPTION		11.1	PAGE(S)	T	SEC		DESCRIPT	TION		PAGE(S)
	1	PART I - THE SCHEDULE				11102(0)	(31)		1	RT II - CONTRAC		IGEG	I AGL(3)	
X	Α	SOLICITATION/CONTRACT FORM				1	X	I	1	CT CLAUSES	CLIT	JOEG	9	
X	В	SUPPLIES OR SERVICES AND PRICES/COSTS				6		PAF	RT III - LIST (OF DOCUMENTS, EXHI	BITS AND	OTHER ATTAC		
X	С	DESCRIPTION/SPECS./WORK STATEMENT				7	X	J		TTACHMENTS			16	
X	D	PACKAGING AND MARKING			7	1	PART	IV - REP	RESENTATIONS	AND II	NSTRUCTION			
X	Е	INSPECTION AND ACCEPTANCE			8				NTATIONS, CERTIFICA			1		
X	F	DELIVERIES OR PERFORMANCE				8	X	K		TATIONS, CERTIFICA TATEMENTS OF OFFER		ט	16	
	G	CONTRACT ADMINISTRATION DATA					X	L	L INSTRS., CONDS., AND NOTICES TO OFFERORS			19		
	н	SPECIAL CONT	RACT REQU	REMENTS				X	М	EVALUAT	TON FACTORS FOR AV	VARD		24
12. In co from t	mpliance	2 does not apply with the above, the ce for receip ch item, deli	e undersigned	agrees, if this	offer is acceed above,	epted within_ , to furni nt(s), wit	ish any thin the	or a: e tim	calendar 11 ite e spec	days (60 cales ms upon wh ified in t	ndar days unless a differentich prices are of the schedule.	fered at	nserted by the off	feror) set
13. DISC	COUNT Section	FOR PROMPT PA	YMENT		10 CALEN	NDAR DAYS	20	0 CAL			30 CALENDAR DAYS		CALENDAR	
		EDGMENT OF A			!	% AMENDMEN	IT NO		% DATE		% 4MENDAGO	VIT NO		% • TE
(The ment	offeror a	acknowledges rece SOLICITATION f nents numbered an	ipt of amend- or offerors and			AMENDMEN	NI NO.			DATE	AMENDME	NI NO.	D.	ATE
A A O	AME ND DDRES F FFERO		CODE		F	ACILITY					ND TITLE OF PERSON A ype or print)	AUTHORIZ	ED TO SIGN	· · · · · · · · · · · · · · · · · · ·
		NE NO. (Include a	rea code)	IS	DIFFEREN	F REMITTAI T FROM AB ESS IN SCHE	OVE - EN	E - ENTER					R DATE	
15D, F.	AX NO.							15E.	E-MAII	ADDRESS				
					AWAR	D (To be co	mpleted	by Go	vernm	ent)				
		AS TO ITEMS N			20. AMOU			21. AC	COUNT	ING AND AI	PPROPRIATION			
22. AU	HOKII	Y FOR USING O	THER THAN	FULL AND O	PEN COMP	ETITION:		22 611	D. GT. D.		A D D D D C C C C C C C C C C C C C C C		ITEM	
41 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()						less otherwise	ADDRESS SHOWN IN specified)	->						
24. AD	MINIST	ERED BY (If othe	r than Item 7)		CODE	· · · · · · · · · · · · · · · · · · ·		25. PA	YMENT	WILL BE M.	ADE BY	CO	DE _	
26. NA	ME OF (CONTRACTING (OFFICER (Typ	e or print)				27. UN	ITED S	TATES OF A	MERICA	28.	AWARD DATE	3
IMPOR	TANT	- Award will be m	ade on this Fo	m, or on Stand	dard Form 2	6 or by other	authorized	1 officia		ture of Contra	cting Officer)			
	40-01-15			,		o, or of onici		o orner	. willell	nonce.				

32 NSNs - Bearings, Ball, Duplex; Bearings, Ball Annular; Rings, Bearing, Inner; Bearings Roller, Cylinder; Bearings, Ball, Airframe

The purpose of this solicitation is to provide worldwide support for the National Stock Numbers (NSNs) listed in Attachment 1. The NSNs are for FSC 3110. The NSNs will be evaluated on an NSN-by-NSN basis and awarded to the apparent offeror based on a best-value determination. Contractors may quote on the entire group or on as many NSNs as they have the capability to perform. The contract(s) awarded will be Indefinite Delivery Indefinite Quantity type contract(s). The solicitation contains a two-year base period with three one-year option periods.

The contractor shall function as a source of supply for the NSNs on this contract to consistently deliver parts to the DLA Depots. Delivery Orders will be issued to the contractor through the Paperless Ordering Placement System (POPs). The contractor shall interface with DoD Information Systems in an Electronic Commerce/ Electronic Data Interchange (EC/EDI) environment as specified in section titled 'System Interface and Integration' below. Manual delivery orders may be issued for these items on an exception basis.

Pricing: The Contractor is to provide pricing for the base period and option periods. Attachment 1 identifies the NSNs, and estimated demand quantities for the base period and option periods. The contractor is required to provide pricing on this spreadsheet. The contractor is also encouraged to utilize the electronic (Excel Spreadsheet) version of Attachment 1, for use in the electronic submittal of pricing and for Government ease in the evaluation process. Contractors are encouraged to consider minimum order quantities (MOQ) when setting prices. Contractors are not required to honor orders for quantities less than the \mathtt{MOQ} [See FAR Clause I67, 52.216.19]. However it is important to note that offers will be evaluated based on the estimated annual demand quantity (ADQ) [See DSCAP Clause M12, 52.216-9G09]. The quantity estimates provided are based on the best projections available at the time of this solicitation and are subject to change. Some of the NSNs may have an ADQ of zero; however, these NSNs may not necessarily have zero demands. They may, in fact, be items recently assigned to DSCR, or items for which historical data is otherwise incomplete or unavailable, or items for which the Government has no recurring demands and therefore, cannot forecast any realistic estimates. Offerors are encouraged to submit offers consistent with quantities reflected in their own historical data where available.

** Vendors are highly encouraged to submit pricing in an electronic format (spreadsheet) either through e-mail or on a disk to help expedite the evaluation process.

For evaluation purposes, each individual NSN will be evaluated by multiplying the contractor proposed unit price by the estimated ADQ to arrive at the total estimated price for each NSN. In those cases where the annual demand quantity is zero, the government will use (1 each) to represent the quantity.

FAR Clause 52.216-22 (I71), Indefinite Quantity: The minimum contract value is defined as the guaranteed monetary value of the aggregate delivery orders issued during the base period only. The minimum contract value does not guarantee delivery orders for any particular item or group of items. The Government will not guarantee a minimum contract value for any subsequent option period.

In the event of a split award, the Government will compute a different guaranteed minimum contract value and maximum contract value for each contract awarded under this solicitation.

The guaranteed minimum contract values will be determined in accordance with the following formula:

10% of the aggregate extended dollar value of the estimated annual demand quantity (ADQ) for the NSNs on contract, computed as follows:

0.1 x ([NSN1 price x ADQ] + [NSN2 price x ADQ] + [NSN3 etc.])

The maximum contract values will be determined in accordance with the following formula:

150% of the aggregated extended dollar value of the estimated annual demand quantity (ADQ) for the NSNs on contract, computed as follows:

1.5 x ([NSN1 price x ADQ] + [NSN2 price x ADQ] + [NSN3 etc.])

Delivery: The contractor shall deliver to the DLA distribution depot as designated on each individual delivery order. The contractor shall ship ordered items on or before the required contract delivery date specified in each individual delivery order. The required delivery schedule for each NSN is indicated in Attachment 1.

Delivery shall be FOB destination. The Contractor shall consolidate shipments from the same source to the same destination whenever possible. The DPAS rating will be cited on each delivery order.

Surge and Sustainment: Surge and Sustainment NSNs are identified in Attachment 2. Surge and Sustainment requirements are outlined in Clauses 52.217-9G25 and 252.217-9006 in Section I, and in 52.217-9G27 in Section M. In the attachment, the individual quantity requirements for each month are identified as well as the total six-month requirement per NSN. 'Surge Support' is one of the evaluation factors; therefore, offerors are required to comply with the specific clauses/provisions.

Surge and Sustainment Requirement: Notice to Offerors: The 6000 Series Clins identify the surge quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any of the surge quantities and the contractor should not ship such quantities without receipt of an order clearly designated for surge quantities. The surge quantity requirements are identified at Attachment 2.

Investment costs: Investment costs, if any, to execute the surge plan otherwise state 'none'. Reference DSCAP Clause 52.217-9G25 (I92K) and DLAD 252.217-9006 (I89F).

Investment	Costs	\$
------------	-------	----

Surplus Offers: Surplus offers will not be considered for award as it is unlikely that offerors will be capable of providing surplus material for the life of the contract.

Offerors are requested to pay special attention to Clause I149B, DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings.

Packaging Requirements: Attachment 4 includes procurement identification descriptions (PID) obtained from the Contract Technical Data File (CTDF). Refer to individual PIDs for specific packaging requirements.

Quality: The contractor shall establish, implement, document and maintain a quality system that ensures conformance to all contractual requirements and meets the requirements of ISO 9001:2000. However, the contractor may propose an equivalent quality system model. If the contractor chooses to propose an equivalent quality system, FAR Clause 52.246-11, Higher Level Quality Requirements (E5) must be completed.

See the PID data (Attachment 4) for inspection requirements of individual NSNs. Full texts of Quality Assurance Provisions (QAPs) are available on the DSCR Master Solicitation, Section 2, at http://www.dscr.dla.mil/qap/qaps.htm.

Access to Technical Data Packages: DSCR does NOT have approved technical data packages for any of these NSNs. Items shall be manufactured in accordance with the information cited in the Acquisition Item Description (AID). Attachment 4 includes item descriptions obtained from the Contract Technical Data File (CTDF). Unapproved sources must submit a complete technical data package (alternate offer) for review in accordance with DLAD Clause L53F, 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items and DSCR 52.217-9G04, Flight Safety Critical Part, Critical Application, Item Documentation Requirements. source controlled items (as identified in the PID Data), refer to FAR Clause I27, 52.209-1 Qualification Requirements and DSCR Clause L59D, 52.217-9G23, Restriction of Alternate Offers for Source Controlled Items.

System Interface and Integration: In accordance with DSCR Clause 52.211-9G33, POPS- Computer Compatibility, the contractor shall establish interface capability with DLA's Standard Automated Material Management System (SAMMS) and Defense Automated Addressing System (DAAS). These interfaces will be for purposes of sending and receiving EC/EDI transmissions, electronic invoices and/or receipt transactions processing, and establishing two-way communication for logistics and management information. The Contractor shall ensure adequate systems interfaces are used to integrate commercial systems with Government systems for the entire logistics trail.

The following three EDI transactions are required for the purposes of transmitting the DOs and Tracking Performance:

850 Purchase/Delivery Order

856 Shipment Notice Manifest

997 Functional Acknowledgment

The Purchase/ Delivery Order (850) will be processed through Defense Supply Center Richmond. The Functional Acknowledgement (997) will show that the contractor has received the delivery order and will establish the order issue date. The Shipment Notice (856) will identify the order shipment date of the total quantity. The functional acknowledgement and shipment notice will be used to track performance metrics. DSCR will utilize the Enterprise Linked Logistics Information Source (ELLIS), a performance metrics-tracking program, to measure contractor's performance.

NOTE: This solicitation includes the attachments listed below which should be downloaded from the following DSCR website: http://www.dscr.dla.mil/kd

Attachment 1: Pricing Workbook (Excel Spreadsheet)

Attachment 2: Surge and Sustainment (Excel Spreadsheet)

Attachment 3: Quality Matrix (Excel Spreadsheet)

Attachment 4: PID Data (html format)

PAGE 6

BLANK PAGE

CONTINUATION SHEET

Solicitation Number:

SP0412-04-R-1142

PAGE

OF PAGES

26

NOTICE TO CONTRACTORS: Per FAR 52.102, the majority of clauses, provisions, notices are included by reference (number, title, and date). For fill-ins providing or collecting data, this document will include only the paragraph(s) relating to the fill-in data. DSCR notes appended to FAR/DFARS clauses/provisions are full text.

Quality Assurance Provisions (QAPs), Contract Data Requirements Lists (CDRLS), drawings relating to Special Packaging Instructions (SPIs), and Individual Repair Parts Ordering Data (IRPODs) are included by reference.

FAR Clause 52.252-2 (Sec I) and FAR Provision 52.252-1 (Sec L) provide on-line sites for accessing the full text of these documents and DSCR Form P41 shipping instructions.

B21B 11-9 POPS - PRODUCT INFORMATION: DSCR (JAN 1996)

Offerors are required to provide the following information regarding the items offered:

MANUFACTURER'S NAME

PART NUMBER/CATALOG NUMBER

Offerors shall write/type this information on the schedule of items below each item description unless such information has already been identified in the item description.

B24A FACSIMILE BIDS/PROPOSALS DSCR (MAR 1999)

- (a) Facsimile bids/proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will not be considered unless authorized in the solicitation by either Provision 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). IF NEITHER PROVISION IS IN THE SOLICITATION, FACSIMILE TRANSMITTED DATA AS DESCRIBED ABOVE SHALL BE REJECTED.
- (b) In solicitations that do contain either Provision 52.214-31 or 52.215-5, bidders/offerors are notified that for bid/proposal security reasons the FACSIMILE EQUIPMENT AS IDENTIFIED IN THE PROVISION IS NOT LOCATED AT THE PLACE DESIGNATED FOR RECEIPT OF BIDS/OFFERS. REGULAR INTEROFFICE MAIL PICK-UP OF FACSIMILE TRANSMISSIONS OCCURS AT 10:30 A.M. AND 1:30 P.M. DAILY. AND 1:30 P.M. DAILY.
- (1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30~a.m. on the day of bid opening will be presumed to have been received
- (2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.

B33 17-5 MANDATORY OPTION REQUIREMENT DSCR (MAR 1999)

The option clause in Section I of this solicitation is MANDATORY. FAILURE TO PROVIDE this pricing information may result in rejection of your offer. If Schedule prices are requested on both an origin and destination basis and/or on incremental quantities, option prices must be offered in the same manner. the same manner.

B33C 17-13 POPS-GENERAL SOLICITATION NOTICE DSCR (OCT 2001)

Delivery orders may be placed during the ordering period identified in FAR Clause 52.216-18 (Section I). acquisition contains provisions for 3 option years. See DSCR Clause 52.217-9G08 (Section I). The

DSCR FORM P-41 FREIGHT SHIPPING INFORMATION (OCT 1999)

Freight shipping addresses and scheduling instructions, if applicable, are available in Section 3 of the DSCR Master Solicitation http://www.dscr.dla.mil/procurement/mastersol.htm.

SECTION C

52.211-9G33 POPS - COMPUTER COMPATIBILITY DSCR (MAR 2001)

- In support of the Paperless Ordering Placement System (POPS), the awardee will be required to have a compatible computer system capable of accepting our offers and processing Electronic Data Interchange (EDI) transactions.The American National Standards Institute's (ANSI) X12 Standard will be utilized for formatting the EDI transactions. The EDI system must be available for on line processing not later than 30 days after date of award.
- (b) The computer system must also be Year 2000 (Y2K) Compliant. Year 2000 compliant, used with respect to technology, means that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. data with it.
- (c) The following ANSI X12 transaction sets are currently sent, received, and processed by the Defense Supply Center Richmond:

850 Purchase/Delivery Order Transaction Set 856 Ship Notice/Manifest Tranaction Set

- (d) Awardee must be capable of sending, receiving, and processing the above ANSI X12 transaction sets and have an electronic mailbox on a DAASC certified Value Added Network (VAN). For 856 Ship Notice/Manifest Transaction Sets, the awardee will have the option of using the Web-856 application, if it becomes available.
- (e) Information regarding EDI, ANSI X12 transactions, and DAASC approved VANs can be obtained from the DAAS web site by going to www.daas.dla.mil, then select SYSTEMS & SERVICES, next select EC/EDI, and lastly select DAASC's VAN LIST.
 - (f) Specifics of the POPS System can be obtained from:

Defense Supply Center, Richmond Derense Supply Center, Richmond
Directorate of Planning and Resource Management
Systems and Procedures Division
ATTN: DSCR-OZP, Sandra Moore
8000 Jefferson Davis Highway
Richmond, VA 23297-5516 (Phone: (804) 279-4552

- (g) The POPS implementation convention can be viewed by going to the DSCR web site at www.dscr.dla.mil./edi/pops/pops.htm. The link for 850 and 856 POPS is: www.dscr.dla.mil/edi2/pops1.htm.
- The following vendor EDI/Y2K information applies (vendor fill-in):

EDI/Y2K Point(s) of Contact:
Phone Number(s):
Value Added Network (VAN):
ISA07 Qualifier:
ISA08 identifier:
GS03 Identifier:

SECTION D

52.211-9G45 D4T POPS-SPECIAL MARKING INSTRUCTIONS DSCR (OCT 2001)

NOTICE FOR DIRECT VENDOR DELIVERIES: In addition to the requirements of paragraph 5.1.6.2., Markings of ASIM D3951, markings on exterior shipping containers will contain as a minimum the NSN, requisition number, and the contract delivery order number. These markings are to be applied through stenciling or other means, directly to the exterior shipping container or included in the body of the invoice/shipping document which will be permanently affixed to the exterior shipping container. Regardless of method

PAGE

OF PAGES

8 26

used, all markings must be visible to receiving personnel. when the total number of containers going to the same destination exceeds either 250 pounds (excluding pallet) or a volume of 20 cubic feet, then palletization is required except for 55 gallon drums.

NOTICE FOR SHIPMENT TO DLA STOCK LOCATIONS: Shipments to DLA stock locations must be marked in accordance with MIL-STD-129N dated 15 May 97 and AIM BC 1 with the following exception: Marking, including barcoding, and fragile marking (if required), must be on the outside container and all intermediary containers down to the specified QUP. DSCR Clause 52.211-9G22 (Sec F) applies.

52.211-9G73

PACKAGING AND MARKING REQUIREMENTS (JUL 2002) DSCR

- (a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.
- (b) Higher level packaging in accordance with ${\tt MIL\text{-}STD\text{-}2073}$ is mandatory for all shipments that meet the below criteria:

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments FMS shipments Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

- (c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at: available on the internet at: www.dscc.dla.mil/downloads/packaging/dlai4145_3.pdf.
- (d) All items shall be marked in accordance with (d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.
- (e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate. appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

SECTION E

E3 52.246-2

INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)

R5 52.246-11

HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the applicable higher-level contract quality requirement cited below, which is hereby incorporated into this contract:

ISO 9001 or ANSI/ASQC Q9001 when Quality Assurance Provision (QAP) 005, 006, 159, 189, 216, 222, V02, or V03

is included

ISO 9002 or ANSI/ASQC Q9002 for any other QAPs.

DSCR NOTE to 52.246-11:

The higher-level standards referenced above shall apply unless the contractor indicates the proposal is based on a contractor's preferred quality system as identified below:

- Other recognized industry standard(s) (but non-ISO/ANSI/ASQC) that is equivalent to or better than applicable ISO/ANSI/ASQC standard indicated Specify
- Other process control system that is equivalent to or better than the applicable ISO/ANSI/ASQC standard indicated above which has not previously been determined to be insufficient for the Government's purpose. This may include previously recognized MIL-I-45208 or MIL-Q-9858 systems which have been augmented to be equivalent to ISO 9002 or ISO 9001 respectively.
- [] An existing system modeled after [] MIL-I-45208 or [] MIL-Q-9858

and not previously determined insufficient for the Government's purpose.

THIS OPTION IS PERMITTED ONLY AS AN INTERIM MEASURE TO ALLOW CONTRACTORS TO TRANSITION TO ISO/ANSI/ASQC

Third party certification/registration is not required nor will it be considered a substitute for the Government's right to audit/validate a contractor's quality system. ISO 9001 can be accepted for ISO 9002 requirements, however, the reverse does not apply.

MIL-STD-105 has been replaced by ANSI/ASQC Z1.4-1993, Sampling Procedure and Tables for Inspection by Attributes.

MIL-STD-45662A has been replaced by either ISO 10012-1, Quality Assurance Requirements for Measuring Equipment or ANSI/NCSL Z540-1, General Requirements for Calibration Laboratories and Measuring Equipment and Test Equipment. DSCR (MAR 2000)

E7 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

E14 52.246-9G16

INSPECTION AND ACCEPTANCE POINT DSCR (FEB 1996)

Inspection point: [] Destination [X] Origin

Acceptance point: [] Destination [X] Origin

[] Inspection and Acceptance will take place at: Origin - First Shipment Only Destination - Subsequent Shipments

SECTION F

F1BA 52.211-16

VARIATION IN QUANTITY (APR 1984)

- (b) The permissible variation shall be limited to:
- 00 % (Percent) Increase 00 % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item (sub clin a the line) quantity against any line item/sub-clin other than as specified in the delivery schedule.

DSCR NOTE: Any quantity shipped against the line/sub-clin that exceeds the stated line item/sub-clin quantity plus variation (if any) will be returned and the contractor will be responsible for return shipment costs.

	CONTINU	ATION SHEET	SP0412-04-	R-1142	PAGE OF PAGES		
F1BB	52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989)	5 F40	52.247-58	LOADING, BLOCKING AND BRACING OF FREIGHT CAR SHIPMENTS		
F8	52.211-9G22	DSCR PALLETIZATION FOR MIL-STD-2073 IN ACCORDANCE WI D001450000 REV C (03290) DSCR (NOV 2003)	TH F53	52.2 4 7-9G09	(APR 1984) F.O.B. DESTINATION - CONTRACTOR TRANSSHIPMENT DSCR (MAR 1998)		
F16	52.211-9G50	ORDERING OFFICE AND TIME OF DELIVERY DSCR (NOV 1996)	F55	52.247-9G11	MANUFACTURER'S LOADING PRACTICES DSCR (JAN 1996)		
Del: and shalless tha	ll specify date o	be issued by DSCR f delivery which will not be	SECTION	4 I			
can can			12	52.202-1	DEFINITIONS (DEC 2001)		
BOD 1	See	e Attachment1	14	52.203-3	GRATUITIES (APR 1984)		
	Destination	days N/A days	15	52.203-5	COVENANT AGAINST CONTINGENT FEES		
	Origin	N/A days N/A days		521240 0	(APR 1984)		
after the	ne order is maile cor. 52.211-9G50	d to or otherwise furnished to	the I6	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)		
	32.211-3930	ORDERING OFFICE AND TIME OF DELIVERY ALTERNATE I DSCR (FEB 1996)	17	52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)		
28B	52.242-15	STOP WORK ORDER (AUG 1989)	18	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR		
28BB	52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)			ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)		
31 SCR NOT	252.246-7000 TES:	MATERIAL INSPECTION AND RECEI REPORT DFARS (DEC 1991)	VING 19	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)		
ppenaix	: F. Tables 1 and	distribution required in DFARS 2, a copy of the Material Insp required to the following addre	I9 A ection ss:	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)		
X] D	Directorate o	on Davis Highway of Business Operations Cory Control Manager	110	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED PELONIES DFARS (MAR 1999)		
] 0	THER:	NO. CY(s)	111	252.203-7002	DISPLAY OF DOD HOTLINE POSTER DFARS (DEC 1991)		
			I14B	52.204-4	PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)		
nspection ne Gove:	on and Receiving rnment. The form	made until a completed Material Report, DD Form 250, is receive shall reflect that a duly	115 A	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT DFARS (APR 1992)		
TUILLIST	ed Government ren	resentative has inspected and has otherwise authorized accept	I16 ance.	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION DFARS (NOV 2001)		
THE AV	WARD, the form sh nt Quality Assura	PECTION AND ACCEPTANCE IS SPECI all reflect the signature of a nce Representative (QAR).	on regis	(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at http://www.ccr.gov.			
lgnature	FIED IN THE AWARD es of both the Go tative and the Go	PECTION AND DESTINATION ACCEPTA , the form shall reflect the vernment Quality Assurance vernment consignee's representa	NCE DSCF	DSCR NOTE: For obtaining DUNS refer to 52.204-6 for non-commercial items or 52.212-1 for commercial items. DSCR (MAY 1998)			
WHEN DESTINATION INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of the Government consignee's representative.				252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS DFARS (DEC 1991)		
ntract Section e invoi ragraph	on I, the contraction I, the contraction I, the contraction (c) (3), rather topplies only to the	ward is for an Indefinite Delive 52.213-1, Fast Payment Proced for has the option of including on specified in FAR 52.213-1, than submitting a DD Form 250. ose delivery orders that specif DSCR (DEC 199	ure, 126 on This Y	52.208-9G01	NOTIFICATION TO GOVERNMENT OF CONTEMPLATED PRODUCTION PHASEOUT DSCR (DEC 1997)		
			127	52.209-1	QUALIFICATION REQUIREMENTS		
F34 52.247-34 F.O.B. DESTINATION (NOV 1991) F35 52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (FEB 1999) F36 SHIPMENT (FEB 1999) F37 S2.249-1 QUALIFICATION REQUIPMENT (FEB 1991) Offerors should contact the agency active below to obtain all requirements that they or services, or their subcontractors or their subcontractors or their subcontractors or their services, must satisfy to become qualified a services, must satisfy to become qualified a services.					act the agency activity designated irements that they or their products bcontractors or their products or		

SP0412-04-R-1142

standards specified for qualification.

ADDRESS: CONTACT BUYER FOR SPECIFIC INFORMATION

FOR ANY SOURCE CONTROLLED NSN LISTED IN PID DATA

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

OFFERO	R'S NAME	
1		
ı		(to extent known)
131 A	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)
132	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (DFARS) (NOV 1995)
I32C	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)
135	52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
137A	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
I37F	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS DFARS (FEB 2003)
(Of	feror insert info	rmation for each SPI process)
SPI Pro	cess:	
Facilit	y:	
Militar	v or Federal	d:
	d Contract line	

I38C 52.211-9004

Element:

Item Number, Subline Item Number, Component, or

PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS DLAD (MAR 2000)

DSCR NOTE: The DPAS rating will be reflected on the individual delivery order. DSCR (APR 2001)

52.211-9005

CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS DLAD (DEC 2001)

(a) Definitions.

'Actual manufacturer' means an individual, activity, or organization that performs the physical fabrication processes that produce the deliverable part or other items of supply for the Government. The actual manufacturer must

produce the part in-house. The actual manufacturer may or may not be the design control activity.

'Approved source' means a prime contractor or the actual manufacturer(s) cited in the acquisition identification description (AID). It does not include design control activities with no manufacturing capability.

'Critical safety item' (CSI) means a part, assembly, installation, or production system with one or more critical characteristics that, if not conforming to the design data or quality requirements, would result in an unsafe condition that could cause loss of, or serious damage to, the end item or major components, loss of control, or serious injury or death to personnel.

'Design control activity' means a contractor or Government activity having responsibility for the design of a given part, and for the preparation and currency of engineering drawings and other technical data for that part. The design control activity may or may not be the actual manufacturery control activity may or may not be the actual manufacturer

'Exact product' and 'alternate product' are defined in the provision at DLAD 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items.

Prime contractor' means a contractor having responsibility for design control and/or delivery of a system/equipment such as aircraft, engines, ships, tanks, vehicles, guns and missiles, ground communications and electronics systems, and test equipment.

'Rebranding' means remarking, re-labeling, repackaging, or otherwise obscuring the marking of the approved source cited in the AID (i.e., the prime contractor or actual manufacturer).

- (b) The item being acquired is a critical safety item (CSI). Given their vital importance and the catastrophic consequences that can result if they fail, procurement of these items requires the highest standards of oversight and verification.
- (c) This provision applies only to offers of 'exact product.' Offers of 'alternate product' will be evaluated in accordance with the clause at DLAD 52.217-9002.
- (d) If the Offeror is the prospective awardee and is not currently an approved source cited in the acquisition identification description (AID) on the schedule page of this solicitation, the Offeror will be requested by the Contracting Officer to provide documented evidence prior to award sufficient to establish that the item being offered is award sufficient to establish that the item being offered is (or will be) the exact item cited in the AID and is (or will be) manufactured by an approved source cited in the AID. Additionally, if the Offeror manufacturers the offered item for an approved source cited in the AID, evidence of approval and acceptance by the approved source will be required. Evidence must include the following at a minimum:
- (1) If offered item(s) are 'not in stock' or 'not yet manufactured'
- (i) A copy of Offeror's Request for Quotation to approved source cited in AID; and
- (ii) An original, hard copy of quotation received by Offeror from approved source cited in AID; or other verifiable documentation of quotation. (If Offeror unable to provide this documentation to the Contracting (If Offeror is Officer prior to award, it must be provided to the Quality Assurance Representative (QAR) for examination at time of source inspection.)
- (2) If offered item(s) are 'shipped' or 'in stock' --
- (i) A copy of invoice on approved source's letterhead. (Invoice must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.), or
- (ii) A copy of packing slip which accompanied shipment from approved source to Offeror. (Packing slip must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.); and
- (iii) Inventory control records to establish that items Offeror proposes to furnish under current order are still in Offeror's stock. (This documentation is mandatory and must be provided to Quality Assurance

SP0412-04-R-1142

PAGE OF PAGES

11 26

Representative (QAR) for examination at time of source inspection. Documentation may be provided to Contracting Officer prior to award, at Offeror's discretion.)

- (3) If Offeror is an authorized dealer/distributor, or manufactures the item for an approved source --
- (i) An authorized dealer/distributorship agreement, licensee agreement, or other type of agreement. (The agreement must specifically identify the exact item, or (The agreement must specifically identify the exact item, or otherwise ensure that the Offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product-specific, the Offeror must also furnish additional documentation to address the exact item being acquired (see above).); or
- (ii) Letter from an approved source cited in the AID, specifically identifying Offeror as authorized to distribute or manufacture the exact item cited in the AID for that approved source; or
- (iii) Other verifiable information (e.g. listing of authorized dealers on official Web page of an approved source) to establish the Offeror's authority to manufacturer or distribute the exact item cited in the AID for an approved source cited in the AID.
 - (4) When the AID specifies a revision number --
- (i) Documentation establishing that the offered item was (or will be) made in accordance with the revision cited in the AID. (This requirement is considered to have been met when documentation provided by Offeror to satisfy other portions of this provision already establishes that offered item was (or will be) made to the revision cited in the AID): or
- (ii) Documentation identifying the revision offered and the revision cited in the AID.
- (e) By the submission of this offer, the Offeror represents that
 - (1) The item(s) to be provided to the Government -
- (i) Is (or will be) in full compliance with all requirements specified in the solicitation; and
 - (ii) Is not (or will not be) -
 - (A)
 - A factory second; Changed, mutilated, or rebranded;
 - (C) A manufacturer's overrun; (D) A rejected item: or

(E) Government surplus material (
Offeror has complied with clause at DLAD 52.211-9000, Government surplus material (unless Government Surplus Material).

- (2) In the event of item failure, Offeror will have access to, and will provide to the Government upon request, all information necessary to trace the item back through the manufacturing process.
- (3) Any documentation provided by Offeror will correspond to the exact item(s) that will be furnished to the Government; or Offeror will obtain updated documentation and provide it to the Government (if, for example, Offeror sells item(s) to another Buyer before award or before tender for acceptance).
- (f) Failure to provide adequate documentation within the timeframe requested by the Contracting Officer may result in rejection of the offer.

138DD 52.211-9006

CHANGES IN CONTRACTOR STATUS, ITEM ACQUIRED, AND/OR MANUFACTURING PROCESS/FACILITY -- CRITICAL SAFETY ITEMS DLAD (JUL 2002)

(a) If any changes occur in the Contractor's business status or relationship with the approved source(s) after award of this contract (such as, for example, inability to obtain manufacturing process information; or changes in status as authorized dealer/distributor, or in terms of licensing arrangement), the Contractor shall immediately provide notification and documentation of the changes to the

Administrative Contracting Officer(ACO).

- (b) The Contractor shall immediately provide to the Administrative Contracting Officer (ACO) notification (and documentation, if available) of any of the following changes the Contractor becomes aware of:
- (1) Later revisions to drawings, specifications or standards that differ from the revision cited in the acquisition identification description (AID) in the contract:
 - Changes in the manufacturing process;
- (3) A change in the approved source's manufacturing location; or
 (4) A transfer of manufacturing facilities by the approved source since last manufacture.

WITHHOLDING OF MATERIEL REVIEW BOARD (MRB) AUTHORITY - CRITICAL SAFETY ITEMS DLAD (JUL 2002) I38DE 52.211-9007

The item being acquired is a critical safety item. The item being acquired is a critical safety item. Notwithstanding any other term or condition included in this contract/agreement, Materiel Review Board (MRB) authority is hereby withheld. (This clause does not apply to sources that have explicit authority to retain MRB authority, which are identified on the DSCR Technical Oversight Office (TOO) Web site at http://www.dscr.dla.mil/vg/CriticalPartReview.htm.)

150	52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
150C	52.215-8	ORDER OF PRECEDENCE (OCT 1997)
150K	52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
	ALTERNATE I	(OCT 1997)
166	52.216-18	ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued --

EFFECTIVE DATE OF CONTRACT

THROUGH: 730 DAYS THEREAFTER

DSCR NOTE: Ordering period above is based upon the assumption that an award will be made by TBD . The ordering period specified in paragraph (a) above will be extended by the number of calendar days after the assumption date that the contract is, in fact, awarded.

ORDER LIMITATIONS (OCT 1995)

- (a) Minimum Order. When the Government requires (a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than N/A DVD or SEE ATTACH Stock, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services
- Maximum Order. The Contractor is not obligated to honor -
 - Any order for a single item in excess of N/A DVD or SEE ATTACH Stock
 - (2) Any order for a combination of items in excess of N/A , or
 - A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above. (3)
- (d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons.

26

CONTINUATION SHEET

SP0412-04-R-1142

52.216-19

DSCR NOTE OUANTITY

POPS - MINIMUM ORDER DSCR (AUG 1990)

FAR Clause 52.216-19, above, provides for a minimum delivery order amount of \$ See Attachment . Notwithstanding such

minimum order amount, the minimum order quantity per delivery order shall be not less than the Quantity Unit Pack (QUP) quantity (manufacturer's standard pack for items without an identified QUP) and all orders will be in multiples of the

171 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 211 days from the date of contract expiration.

I86 52.217-2 CANCELLATION UNDER MULTI-YEAR

CONTRACTS (OCT 1997)

188 52.217-9

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

252.217-9006

LIMITATIONS ON SURGE AND SUSTAINMENT (S&S) INVESTMENTS

DLAD (JUL 1999)

52.217-9G08

OPTION TO EXTEND THE TERM OF THE CONTRACT - SUPPLIES DSCR (JUL 2000)

(b) THE OFFEROR AGREES TO FURNISH DURING THE OPTION PERIOD THOSE ITEMS CITED IN THE SCHEDULE AT UNIT PRICES AS INDICATED BELOW:

CAUTION: Failure to indicate one of the following may result in rejection of your offer.

- [] Option unit prices are the same as the unit prices offered for the basic contract, or
- [] Option period unit prices are as indicated in the schedule.

I92BB 52.217-9G15 ALT T

FLEXIBLE OPTIONS

DSCR (JAN 2000)

- (a) This solicitation is for an indefinite quantity with a guaranteed minimum for the base year. It also includes options for one year each.
- (c) To exercise this right, the Government will provide written notice of its intent to exercise the option any time after having ordered % of the stated maximum or within thirty days of the effective date of any delivery order that reaches the stated maximum quantity.

192F 52.217-9G20 ADDITION/DELETION OF ITEMS ON CONTRACT DSCR (DEC 2000)

(a) The Government retains the right to unilaterally delete from the contract, at each option renewal period, any items

were awarded on a sole source basis, in the event that an alternate

product is available from another source.

- (b) The Government reserves the right to bilaterally add the contract new or replacement items, by modification, at to be negotiated. All new requirements are subject to full and open competition for the period of time remaining on the contract prior to addition to the contract.
- (c) If any item in this contract becomes obsolete or is discontinued as a commercial catalog item, the contractor will provide the Government thirty (30) days advance written notice such obsolescence, or cancellation and agrees to honor delivery orders for the item issued under this contract during such thirty day period. The Government will delete any such item from (30) day period. The Government will deflet any such that this contract after receiving the required notice. If the contractor considers another commercial catalog item as a suitable substitute or replacement for the discontinued item, it will so advise the Government at the time it advises of the discontinued item. If the Government elects to include the replacement item
- If the contractor discontinues an item without replacement, the contractor will advise the Government of alternate sources supply for a comparable item.

in the contract, the contract will be modified accordingly.

192K 52.217-9G25 SURGE & SUSTAINMENT REQUIREMENT DSCR (JUN 2001)

- (a) Definitions. As used in this clause-
- 'Surge and Sustainment (S&S) Capability' means the ability of the contractor and base suppliers to meet increased quantity/accelerated delivery requirements, using production and supplier base capabilities, in support of a broad spectrum of possible Department of Defense contingencies. This capability includes both the ability to ramp-up to meet early requirements (i.e., surge), as well as ramp-up to meet early requirements (i.e., surge), as Well to sustain an increased production and delivery pace throughout the contingency(ies) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations.
- (2) 'Surge and Sustainment (S&S) Quantity' means the quantity beyond peacetime level requirements necessary to support contingency operations. The quantity and required delivery are identified on an NSN basis, representing that needed to support two separate contingency operations for a specified time period, generally a year unless otherwise specified in the schedule.
- (b) Scope of Requirement. The Contractor agrees to maintain the capability to produce and deliver the quantity of supplies or services identified in the schedule as the S&S requirement throughout the life of the contract. This capability shall be maintained in addition to peacetime level requirements and other existing Government contracts.
- (1) Notification of S&S Capability Changes Changes that negatively impact S&S capability shall be reported in writing to the Contracting Officer within ten working days after the contractor becomes aware of such impact. Such notification shall include the Contractor's proposed corrective action plan.
- (2) Changes and Additions. The Government reserves the right to revise, reassess, or update S&S requirements during the life of the contract.
- (3) Agreement to Participate in S&S Validation/ Testing. By submission of an offer for the S&S requirement, the contractor agrees to participate in S&S testing as required by the Government to validate the S&S capability. Testing/validation may include, but not be limited to, participation in live exercises, participation in Commander-in-Chiefs or Joint Chiefs of Staff exercises approved in the DLA Joint Training Plan, paper exercises, simulations, or command post exercises. The Government reserves the right to require tests using other methodologies when deemed appropriate.

- (c) Ordering. Any S&S designated supplies or services to be furnished under this contract will be ordered in accordance with the ordering clause by issuance of delivery orders or task orders specifically identified as 'S&S Orders.'
- (1) Effective Date for S&S Capability. Orders for the S&S quantity may be issued immediately after award unless the contractor has identified during negotiations, and the Government has approved, an alternate date for the contractor to attain the required S&S capability. The contractor's capability assessment shall clearly support the alternate date for attaining full S&S capability.
- (2) Limitations. The order limitations clause applicable to the peacetime level requirements shall not apply to the S&S quantity to the extent that it conflicts with the quantity necessary to support a contingency. The Government reserves the right to order less than the total phased quantity specified for each S&S delivery. The Government may order in excess of each phased delivery quantity provided the contractor shall accept the excess quantity. Multiple orders for the same NSN may be issued to support multiple contingencies provided the total quantity ordered does not exceed the total S&S quantity for all phases of delivery.
- (3) Contract Ceiling. The Government reserves the right to increase the contract ceiling as necessary to accommodate the S&S quantity to the extent such quantity was not considered when establishing the initial contract ceiling.
- (d) Options to Extend the Contract Term: The Government may consider the contractor's performance of the S&S requirements in determining whether exercise of the option is the most advantageous method of meeting the Government's needs. Factors that may be considered include maintenance of the S&S capability; results of validation/testing; performance during an actual contingency; and other pertinent information related to the S&S requirement.

196 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

197 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN

52.219-9 NOTE:

- (a) Offeror shall indicate in its offer if it has been selected for participation in the test program (effective 1 Oct 90 thru 30 Sep 05) authorized by Section 834 of Public Law 101-189 and has a comprehensive subcontracting plan approved under such program.
- (b) When this solicitation is awarded to a company which has been verified as selected for participation in the test program and as having a comprehensive subcontracting plan approved under such program--
- (1) The following Section I clauses shall be applicable to the contract:

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) DFARS (JUN 1997)

(2) The following Section I clauses, when included in the solicitation, shall not be applicable to the contract:

52.219-9 Small Business Subcontracting Plan (JAN 2002)

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) DFARS (APR 1996)

DSCR (JUN 2002)

I102B 52.219-16 LIQUIDATED DAMAGES SUBCONTRACTING PLAN (JAN 1999)

NOTE If this solicitation is awarded to a company

which has been verified as selected for participation in the test program (effective 1 Oct 90 thru 30 Sep 05) authorized by Section 834 of Public Law 101-189 and as having a comprehensive subcontracting plan approved under such program, Clause 52.219-16 Liquidated Damages Subcontracting Plan (JAN 1999) is not applicable to the contract

DSCR (OCT 2000)

1107	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) DFARS (APR 1996)
I112H	52.219-9003	DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE DLAD (DEC 1997)
1118	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
1120M	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)
1121	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
1121A	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) 'Segregated facilities,' as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

1122	52.222-26	EQUAL OPPORTUNITY (APR 2002)
1125	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER BLIGIBLE VETERANS (DEC 2001)
1126	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
1127	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

DSCR NOTE: Section 8118 of PL 104-208 mandates that all contractors subject to 38 U.S.C. 4212(d) be advised of potential penalties for non-compliance.

Clause mandates annual reporting NLT September 30 to the Department of Labor. Potential penalties resulting from failure to comply may include suspension and debarment from future government contracts.

			Solicitatio	n Number	-		PAGE O	F PAGES	
	CONTINUA	ATION SHEET		L2-04-R-			14	26	
Comb	VDMC 100	D		1190	52.232-11	EXTRAS (APR 1984		1	
verify[at	t]vets100.com wit	Reporting System via e-mail a th questions concerning Vetera				•			
	-	r Federal contracts.		1193	52.232-17	•		1005)	
assistan		additional information and/or the VETS-100 form by accessin website:	ıg	I195	52.232-23 ALT I	ASSIGNMENT OF CLAI ALTERNATE I	MS (JAN 1 (APR 1		
]	http://www.vetsl	00.cudenver.edu		1196	52.232-25	PROMPT PAYMENT (FEB 2002)		
		DSCR (DEC	2001)	I196B	52.232-25 DSCR NOTE	POPS - PROMPT PAYM DSCR (APR 2000)	ENT NOTICE		
				The 1		ion is applicable to	FAR Clause	•	
1133	52.223-6	DRUG-FREE WORKPLACE			graphs (a)(3)(iv following:) and (v) are delete	d and repla	aced	
1134	52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)		price, an	nd extended price	ion, quantity, unit e of supplies delive ure is not required	red or serv	vices	
1135	252.223-7004	DRUG-FREE WORK FORCE DFARS (SEP 1988)		commerce	(EC/EDI) contra				
1138	52.225-13	RESTRICTIONS ON CERTAIN FORE PURCHASES (JUN 2003) (DEVIA		number an except fo	nd date of shipmo or POPS contract	ent, prompt payment. Bill of Lading num for shipments on G	discount terms), umber and weight		
1139	252.225-7001	BUY AMERICAN ACT AND BALANCE PAYMENTS PROGRAM	OF		ddition to the al	bove deviation, the			
I140	252.225-7002	DFARS (APR 2003) QUALIFYING COUNTRY SOURCES A SUBCONTRACTORS DFARS (APR		(a) (3	3)(iv) The invo	o ensure proper paym ice price shall corr ified in the contrac	espond to t		
1140C	252.225-7004	REPORTING OF CONTRACT PERFOR OUTSIDE THE UNITED STATES		example, specifies	if 12 each (EA)	equals 1 box (BX) at ll the item by BX, to	nd the cont		
DFARS (APR 2003)									
1147	252.225-7012	PREFERENCE FOR CERTAIN DOMES COMMODITIES DFARS (FEB 2003		1196Н	52.232-33	PAYMENT BY BLECTRO TRANSFER-CENTRAL CO REGISTRATION (MAY	ONTRACTOR		
1147C	252.225-7013	DSCR NOTE: Unless otherwise stated in the DUTY-FREE ENTRY section of this contract/order, the payment inf Contained in the CCR has precedence over any of information that may be contained in the Remitt Address field of this contract/order. DSCR (NOTE: Unless otherwise stated in the DOTAL TOTAL		informatior other paym ittance	nent				
1148C	252.225-7014	PREFERENCE FOR DOMESTIC SPEC METALS DFARS (APR 2003) ALT I (APR 2003)	TALTY	Address field of this contract/order. DSCR (MAR 200 LTY		(MAR 2000)			
1149B	252.225-7016	RESTRICTION ON ACQUISITION O BALL AND ROLLER BEARINGS DFARS (APR 2003)	F	1199	52.233-1	DISPUTES (JUL 200	2)		
I157C	252.226-7001	UTILIZATION OF INDIAN		DSCR NOTE		2121 0122 (002 200)	-,		
	4041440 7004	ORGANIZATIONS AND INDIAN-OWN BCONOMIC ENTERPRISES DFARS (SEP 2001)	ED	DSCF contract	R has in place a disputes: (1) co	process to mediate	pursuant		
1158	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)		to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-613, (CDA), prior to issuance of a final decision by the contracting officer, that ari as a result of either a contractor or government cl except for proposed Terminations for Default, and (
I159	52.227-2	MOTICE AND ASSISTANCE REGARD PATENT AND COPYRIGHT INFRING (AUG 1996)		other cor controver suitable	ntract disputes, rsy, that the cor for mediation.	resulting from an is ntracting officer de Mediation involves a	ssue in termines a neutral,		
1162	52.227-9	REFUND OF ROYALTIES (APR 1	984)	to resolv	ve their dispute	ssists both parties a voluntarily and prod	duce a solu	tion	
1177	52.229-3	FEDERAL, STATE, AND LOCAL TA (APR 2003)	XES	negotiati ineffecti	lons over an issu lve in either sit	eneficial to both. A ue in controversy have tuation, the contract	ve proven ting office	r	
I181	52.229-9000	KENTUCKY SALES AND USE TAX EXEMPTION DLAD (DEC 19	84)	will cont through m decision	eact the contract mediation. In e	tor seeking to resoluther situation, a consistent of the constant of the const	ve the disp ontractor's	ute	
1187	252.231-7000	SUPPLEMENTAL COST PRINCIPLES DFARS (DEC 1991)		Medi not waive which a c	iation undertaker the statutory to contracting office	n pursuant to this process of the community of the commun	the CDA, wi	thin on	
1188	52.232-1	PAYMENTS (APR 1984)		a claim filed pursuant to the CDA, as expressed in FAR Claw 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights					
1189	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)		under the			(99140)	
		•		G01771	ON NEVE DAGE				

	CONTINU	ATION SHEET	citation Number: SP0412-04-R-1
1200	52.233-3	PROTEST AFTER AWARD (AUG 1996)	and APPEN
1206	52.242-13	BANKRUPTCY (JUL 1995)	,
1208	52.243-1	CHANGES FIXED PRICE (AUG 1987)	accordance
1211	252.243-7001	PRICING OF CONTRACT MODIFICATIONS DFARS (DEC 1991)	procedure) Subparagra
1211A	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT DFARS (MAR 1998)	1240
1213	52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)	
1213A	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)	1242
		IIIMD (AFR 2003)	1244
1213D	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) DFARS (MAR 2000)	1246
1227	52.246-23	LIMITATION OF LIABILITY (FEB 1997)	1247
1230	52.246-9000	CERTIFICATE OF QUALITY COMPLIANCE DLAD (DEC 1994)	The co in addition Paragraph other dame shall pay, as payment
1231	52.246-9G01	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE DSCR (MAY 2001)	repurchase costs shal which the services, incurred a
1235	52.246-9G05	WARRANTY PPP&M DSCR (APR 2000)	1248
1237E	52.246-9G33	MISDIRECTED SHIPMENTS DSCR (JAN 1996)	This c reference, given in f will make a clause m
1237G	52.246-9G36	CONFIGURATION CONTROL DSCR (JUN 2003)	Federal Ac Regulation
NORTON O	TO CONTENT ACTION O		

NOTICE TO CONTRACTORS: The requirements of this clause are identified to MIL-STD-973. DSCR will continue to reference MIL-STD-973 in solicitations and contracts until implementation of DLA configuration control requirements. The full text of MIL-STD-973 is available at:

http://www.dscr.dla.mil/qap/qaps.htm

- (a) When configuration management control is cited in the Procurement Item Description, the furnished item(s) shall conform to the approved configuration requirements/ revision specified unless a variation is processed and approved as provided for at (b) below.
- Variations shall be identified and approval obtained in accordance with MIL-STD-973 dated 17 APR 92, with Interim Notice 3 dated 12 JAN 95 as follows:
- (1) Process an Engineering Change Proposal for any changes to the approved configuration in accordance with Paragraph 5.4.2 and Subparagraphs thereto and APPENDIX D, except that Subparagraphs 5.4.2.3.1, 5.4.2.3.5.1, and 5.4.2.3.5.2 do not apply.
- (2) Process requests for deviation from the approved configuration in accordance with Paragraph 5.4.3 and Subparagraphs thereto and APPENDIX E.
- (3) Process requests for waiver from the approved configuration in accordance with Paragraph 5.4.4 and Subparagraphs thereto and APPENDIX E.
- $\ensuremath{\text{(4)}}$ Process requests for parts substitution from the approved configuration in accordance with Paragraph and Subparagraphs thereto.
- (5) Process Specification Change Notices in accordance with Paragraph 5.4.6 and Subparagraphs thereto

and APPENDIX F.

SP0412-04-R-1142

- (6) Process Notices of Revision (NORS) in accordance with Paragraph 5.4.7 and APPENDIX G.
- $\ \ \,$ (7) Process configuration control (short form procedure) in accordance with Paragraph 5.4.8 and Subparagraphs thereto and APPENDIX D.

1240	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA DFARS (MAY 2002)
1242	52.248-1	VALUE ENGINEERING (FEB 2000)
I244	52.249-2	TERMINATION FOR CONVENIENCE OF

THE GOVERNMENT (FIXED-PRICE) (SEP 1996) DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) **I246** 52.249-8 (APR 1984)

ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT **I247** 52.249-9000 DLAD (MAY 1988)

The contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in Paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$385 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed. incurred and/or assessed.

I248 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

Federal Acquisition Regulation (FAR)

http://www.arnet.gov/far

PAGES

26

OF

PAGE

15

DoD FAR Supplement (DFARS)

http://www.acq.osd.mil/ dp/dars/dfars.html

DSCR Master Solicitation organized as follows:

http://www.dscr.dla.mil/ procurement/mastersol.htm

- Section 1: Full text of DLA clauses and provisions and
- PSCR clauses, provisions, and notices.
 Full text Quality Assurance Provisions (QAPs)
 Shipping/scheduling information for freight
 shipments destined for stock locations
 (DSCR Form P41 reference for freight shipments).
 Procurement Automated Contract Evaluation (PACE) Section 2: Section 3:
- Section 4:
- Instructions
 Section 5: Full text of Contract Data Requirements List
- (CDRLs)
 Section 6: Special Packaging Instruction (SPIs) Drawings
 Section 7: Full text of Individual Repair Parts Ordering
 Data (IRPODS)

DLA site with links to all of the above

http://www.procregs.hq. dla.mil/icps.htm

DSCR NOTE: Where only a portion of text is included in the solicitation/award document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS clause, the text as included in the solicitation/award is not intended to be represented as the full text of the clause.

1249 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Pederal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(Deviation)' after the date of the clause.

CONTINUATION SHEET

Solicitation Number:

SP0412-04-R-1142

PAGE 16 OF PAGES

(b) The use in this solicitation or contract of any Defense FAR Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of '(Deviation)' after the name of the regulation.

I249B

52.253-1

COMPUTER GENERATED FORMS (JAN 1991)

SECTION J

J2 LIST OF DOCUMENTS AND EXHIBITS

This solicitation includes documents, as identified below, that are either physically included in this solicitation package or are available from an electronic web site.

FORM NO/TITLE

ATTACHMENT NO

- [] DD 346 RAW (BASIC PROCESSED) AND SEMI-FAB STOCK FORM
- [] DD 347 BILL OF MATERIAL FOR SUBCONTRACTED PARTS PURCHASED
- [] DD 1423 CONTRACT DATA REQUIREMENTS CDRL is available at -- http://www.dscr.dla.mil/qap/CDRLs.htm
- [] DD 1664 DATA ITEM DESCRIPTION DID is available at -- http://www.dscr.dla.mil/qap/CDRLs.htm
- [] DD 1949-1 LSAR DATA SEL SHT
- [] DD 1949-2 PROV ROMT STATEMENT
- [] DD 2345 TECHNICAL DATA AGREEMENT Form is available at -- http://webl.whs.osd.mil/icdhome/DDEFORMS.htm
- [] DSCR 2375 TECHNICAL MANUAL DISTRBN
- [X] DSCR P-41 FREIGHT SHIPPING INFO for shipments destined for a stock location is available in Section 3 of the DSCR Master Solicitation at --http://www.dscr.dla.mil/procurement/mastersol.htm
- [] QUALITY ASSURANCE PROVISION
- [] TECHNICAL DATA
 TECHNICAL DATA is available at -http://www.dscr.dla.mil/tdmd
- [X] OTHER:

SEE PAGE 2 OF THE SOLICITATION

SECTION K

K2 52.203-2

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- $\ensuremath{(b)}$ Each signature on the offer is considered to be a certification by signatory that the signatory --
 - (1) Is the person in the offeror's organization

responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to Subparagraphs (a) (1) through (a) (3) above; or

 $\left(2\right)\left(i\right)$ has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Subparagraphs (a) (1) through (a) (3) above

(Insert below the full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

NAME:	**	 	7717.4	
TITLE:				

- (ii) As an authorized agent, does certify that the principals named in Subdivision (b) (2) (i) above have not participated, and will not participate, in any action contrary to Subparagraphs (a) (1) through (a) (3) above; and
- $\begin{tabular}{ll} (iii) & As an agent, has not personally participated, and will not participate in any action contrary to Subparagraphs (a) (1) through (a) (3) above. \end{tabular}$
- (c) If the offer deletes or modifies Subparagraph (b) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K4A 52.203-11

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23. 1989. --
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31. United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

5 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(d) Taxpayer Identification Number (TIN).

[] TIN (9 Digit Number):

CONTINUATION SHEET	SP0412-0	4-R-1142	(17	26
[] TIN has been applied for.	quo	tations rece	eived and t	o any individual item the Government's requ quantities should be	irements	ent
[] TIN is not required because:	K7A	52.2	09-5	CERTIFICATION REGARDEBARMENT, SUSPENSI		:D
[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have effectively connected with the conduct of a trade or in the U.S. and does not have an office or place of h	ve income business			DEBARMENT, AND OTHE RESPONSIBILITY MATT (DEC 2001)	ir.	
or a fiscal paying agent in the U.S.;	kno	(a) (1) : wledge and b		r certifies, to the b at -	est of its	
[] Offeror is an agency or instrumentality foreign government;	y or a		(i) The of	fferor and/or any of	its princip	als -
[] Offeror is an agency or instrumentality Federal Government;	deb	arred, suspe ligible for	ended, prop	re [] are not [posed for debarment, of contracts by any	or declared	ì
(e) Type of Organization.		•	(B) ha	ave [] have not [1. within	a
[] Sole proprietorship;			iod precedi	ing this offer, been dered against them for	convicted c	of or
[] Partnership;	of	fraud or a	criminal of	ffense in connection	with obtain	ıing,
[] Corporate entity (not tax-exempt);	or	local) cont:	ract or sub	performing a public becontract; violation	of Federal	
[] Corporate entity (tax-exempt);	off	ers; or com	mission of	relating to the submembezzlement, theft,	, forgery,	
[] Government Entity (Federal, State, or]	bri local); fal and	se statement	fication or ts, tax eva	r destruction of reco asion, or receiving s	ords, making stolen prope	; erty;
[] Foreign Government;			(C) a 1	re[] are not[]	nresently	,
[] International organization per 26 CFR 1	Gov	ernmental e	or otherwis ntity with,	se criminally or civi , commission of any c	illy charged of the offer	l by a ases
[] Other. State Basis.	enu			n (a)(1)(i)(D) of thi feror, has [] has		1.
(f) Common Parent.	wit mor	hin a three e contracts	-year perio	od preceding this off d for default by any	fer, had one Federal age	or ency.
[] Offeror is not owned or controlled by common parent as defined in paragraph (a) of this property. [] Name and TIN of common parent: Name	ovision. K8	252.:	209-7001	DISCLOSURE OF OWNER CONTROL BY THE GOVE OF A TERRORIST COUN DFARS (MAR 1998)	RNMENT	
TIN		A 52.2	15-6	PLACE OF PERFORMANC	CE (OCT 19	97)
K5A 52.204-5 WOMEN-OWNED BUSINESS (OTHER SMALL BUSINESS) (MAY 1999)	R THAN	(a) The of:	feror or re	espondent, in the per		
(b) Representation. The offeror represents that [] is a women-owned business concern.			_	[] does not intend		
K6 52.207-4 BCONOMIC PURCHASE QUANTITY SUPPLIES (AUG 1987)	- fac	ilities loca offeror or	ated at a c respondent	to use one or more p different address fro t as indicated in thi information.	om the addre	
 (a) Offerors are invited to state an opinion on the quantity(ies) of supplies on which bids, proposal quotes are requested in this solicitation is (are) 	ls, or par	agraph (a)	of this pro	or respondent checks ovision, it shall ins	'intends' i sert in the	.n
economically advantageous to the Government. (b) Each offeror who believes that acquisition in			-	uired information: TREET ADDRESS, CITY ,	COUNTY ST	ים דים
different quantities would be more advantageous is in recommend an economic purchase quantity. If different	nvited to nt			ZIP CODE)		
quantities are recommended, a total and a unit price quoted for applicable items. An economic purchase qu	uantity					
is that quantity at which a significant price break of If there are significant price breaks at different que points, this information is desired as well.						
OFFEROR RECOMMENDATIONS				R AND OPERATOR OF THE FFEROR OR QUOTER.	PLANT OR	
ITEM QUANTITY PRICE QUOTATION TO	OTAL					
					· • • • • • • • • • • • • • • • • • • •	
	K14	52.2	215-9002	SOCIOECONOMIC PROPO DLAD (MAR 1996)	SAL.	
(c) The information requested in this provision solicited to avoid acquisitions in disadvantageous quand to assist the Government in developing a data bas	uantities se for	A 52.2	215-9004	JAVITS-WAGNER-O DAY PROPOSAL DLAD (DE		
future acquisitions of these items. However, the Governess the right to amend or cancel the solicitation	vernment					

CONTINUED ON NEXT PAGE

Solicitation Number:

CONTINUATION SHEET

OF PAGES

SP0412-04-R-1142

PAGE OF PAGES

252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY DFARS (NOV 1995)

The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

TABLE

Com'l SOURCE OF SUPPLY Line Item Actual NSN (Y or N) Company Address Part No. Mfg. (1) (3) (2) (4) (5) (6)

- (1) List each deliverable item of supply and item of technical data.
- If there is no national stock number, list 'none. (3)
- Use 'Y' if the item is a commercial item; otherwise use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table. For items of supply, list all sources. For technical
- data list the source. For items of supply, list each source's part number
- for the item.

 Use 'Y' if the source of supply is the actual manufacturer, 'N' if it is not; and 'U' if unknown.

K16A 52.219-1

K15C

SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALT I (APR 2002)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 332991.
 - (2) The small business size standard is 750
- (3) The size standard for non-manufacturers is 500 employees.
 - (b) Representations.
- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b) (1)of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that --
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since

it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Eacl
 HUBZone small business concern participating in the joint
 venture shall submit a separate signed copy of the HUBZone Each representation.
- (7) (Complete when acquisition value is estimated at greater than \$25,000 and offeror represented itself as disadvantaged in paragraph (b) (2) of this provision). The offeror shall check the category in which its ownership falls:
 - [] Black American.
 - [] Hispanic American.
- [] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 - [] Asian-Pacific American.
 - [] Subcontinent Asian (Asian-Indian),

American.

[] Individual/concern, other than one of the preceding.

K23 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity Clause of this soliciation;
- (b) It [] has, [] has not filed all required compliance reports

AFFIRMATIVE ACTION COMPLIANCE K24 52.222-25

The offeror represents that --

- (a) It [] has developed and has on file,
 - [] has not developed and does not have on file.

at each establishment, Affirmative Action Programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [] has not previously had contracts subject to the written Affirmative Action Programs requirement of the rules and regulations of the Secretary of Labor.

K27C 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUN 2003)

(CHECK EACH BLOCK THAT IS APPLICABLE.)

- [] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- [] (ii) The facility does not have 10 or more fulltime employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- [] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- [] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry

CONTENTIAMENTONI CHIEFE	Solicitation Number:	PAGE OF	PAGES
CONTINUATION SHEET	SP0412-04-R-1142	19	26
Classification System (NAICS) sectors 31 through 33;	Insert below the location where the end i packaging) will be inspected.	tems (not the	
[] (v) The facility is not located within State of the United States, the District of Columbia, Commonwealth of Puerto Rico, Guam, American Samoa, the States Virgin Islands, the Northern Mariana Islands, other territory or possession over which the United Shas jurisdiction.	tany the ADDRESS (STREET, CITY, PHONE tUnited ITEM NUMBER PLANT NAME COUNTY, STATE, Z or any	IP CODE) NUMBI	ER
K29 252.225-7000 BUY AMERICAN ACTBALANCE OF PAYMENTS PROGRAM CERTIFICATION DE COMPANS (APR 2003)			
(c)(2) The offeror certifies that the following opposite are qualifying country end products:	nd (c) LOCATION WHERE PACKAGING/PACKING Insert below the location where the packaging pected.		
Line Item Number Country of Or.		IP CODE) NUMBE	er
(3) The following end products are other fore end products:	ign		
Line Item Number Country of Or: (if known)	gin		
K29C 252.225-7003 REPORT OF INTENDED PERFORMAN OUTSIDE THE UNITED STATES DFARS (APR 2003)	CE SECTION L		·····
K31C 252.225-7031 SECONDARY ARAB BOYCOTT OF IS	L1 52.204-6 DATA UNIVERSAL N (DUNS) NUMBER RABL DSCR NOTE:	UMBERING SYSTE (JUN 1999)	M
DSCR NOTE REGARDING OFFERS FROM THE CANADIAN COMMERCIA CORPORATION: Pursuant to Defense FAR Supplement 225.6 the Canadian Commercial Corporation (CCC) will submit other precontractual material, a certification from it proposed subcontractor. The certification shall conformation paragraph (b) of Provision 252.225-7031 above. DSCR (APR	70-2, Universal Numbering System (DUNS) Number of with Number used for verification of registratis Central Contractor Registration (CCR) data and to with the Debt Collection Improvement Act of (31 U.S.C. 3332; 31 U.S.C. 7701).	or (DUNS+4) on in the DoD base in compli	.ance
K34 52.227-6 ROYALTY INFORMATION (APR 1984)	(b) DUNS Number may be obtained throu (refer to DFARS 252.204-7004, Required Cer Registration (Sec I) or directly from Dun I	tral Contracto	r
REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEADFARS (AUG 1992) (b) Representation. The Offeror represents that	L2 252.204-7001 COMMERCIAL AND G (CAGE) CODE REPO it DFARS (AUG 199	RTING	TY
[] Does anticipate that supplies will be transported by sea in the performance of any contract subcontract resulting from this solicitation.	L10C 52.211-14 NOTICE OF PRIORI	TY RATING FOR	90)
[] Does not anticipate that supplies will b transported by sea in the performance of any contract	[] DX Rated Order; [X] DO Rated Order		
subcontract resulting from this solicitation. K38 52.247-9G17 PRODUCTION FACILITIES	L12G 52.211-9009 NON-ACCEPTABILIT SURPLUS MATERIAL DLAD (APR 2002)		T
K38 52.247-9G17 PRODUCTION FACILITIES DSCR (AUG 2000)	(a) Definition.		
Offeror must provide shipping and inspection locations for the supplies. Each location will be provided in the appropriate paragraph below. DO NOT put all location information into one paragraph. (a) SHIPPING LOCATION: Insert below the location where supplies will be delivered to, or picked-up by, the freight carrier, post office, or small parcel carr	unused material that was purchased and acc U.S. Government and subsequently sold by t Reutilization and Marketing Service (DRMS) authorized by DRMS, or through another Fed surplus program. The terms 'surplus' and surplus' are used interchangeably in this	epted by the he Defense , by contracto eral Governmen 'Government	
for final shipment to the consignee. ADDRESS (STREET, CITY, PHONE	(b) The Government has determined tha surplus material will not be considered fo		tion.
ITEM NUMBER PLANT NAME COUNTY, STATE, ZIP CODE) NUM	L37B 52.214-34 SUBMISSION OF OF ENGLISH LANGUAGE		
	L37C 52.214-35 SUBMISSION OF OF CURRENCY (APR		
(b) LOCATION WHERE THE END ITEMS WILL BE INSPECTE	L39E 52.215-1 INSTRUCTIONS TO COMPETITIVE ACQUI		

COMMINITIES DE COMMINISTRA	Solicitation Number:	PAGE O	PAGES
CONTINUATION SHEET	SP0412-04-R-1142	20	26
CR NOTES FOR FAR CLAUSE 52.215-1			
accordance with paragraph (b), the offeror hereby thousands receipt of solicitation amendment(s) by	(1) 'Exact product' means a product of the name of an approved source and its correct number, as currently cited in the AID; modif	sponding pa	

Contractors are reminded of the requirements of paragraph (c)(1). The Government will automatically reject and will not consider any submission marked or that appears to be only a quote, whether submitted electronically or in paper media.

DSCR (OCT 2001)

L40A 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(c) Facsimile receiving data and compatibility characteristics are as follows:

Telephone number of receiving facsimile equipment:

(804) 279-4165

L53 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a

- [X] FIRM FIXED PRICE
- [] FIXED PRICE/ECONOMIC PRICE ADJUSTMENT
- [] FIXED PRICE/PRICE REDETERMINATION

contract resulting from this solicitation.

L53A 52.216-27 SINGLE OR MULTIPLE AWARDS

(OCT 1995)

L53F 52.217-9002

DS:

CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERORS FOR PART NUMBERED ITEMS DLAD (JUL 2002)

(a) The product described in the acquisition identification description (AID) of this solicitation is that product which the Government has determined to be acceptable. All Offerors shall indicate below, or through an alternative means in an electronic quoting system, whether they are offering an 'exact product,' an 'alternate product' (which includes a 'previously reverse-engineered product'), a 'superceding part number,' or a 'previously-approved product;' and shall furnish the data required for whichever is applicable. (To determine which type of product to indicate, Offerors must refer to the criteria in sub-paragraphs (b)-(e) of this provision, respectively.) Any product offered must be either a product cited in the AID; or be physically, mechanically, electrically, and functionally interchangeable with a product cited in the AID, including additional requirements referred to in the AID, if any.

Exact Product - Applies to

CLIN(s)(

Alternate/Previously Reverse-Engineered Product - Applies
to CLIN(s)(

Superceding Part Number - Applies to CLIN(s):(

Previously-Approved Product - Applies to CLIN(s):(

(b) 'Exact product.'

- (1) 'Exact product' means a product described by the name of an approved source and its corresponding part number, as currently cited in the AID; modified (if necessary) to conform to any additional requirements set forth in the AID; and manufactured by, or under the direction of, that approved source. If an Offeror indicates that an 'exact product' is being offered, the Offeror must meet one of the descriptions in subparagraphs (i)-(iv) below. (Any Offeror not meeting one of these descriptions is not considered to be offering 'exact product;' even though the item may be manufactured in accordance with the drawings and/or specifications of an approved source currently cited in the AID.)
- (i) An approved source currently cited in the AID offering its corresponding part number as cited in the AID;
- (ii) A dealer/distributor offering the product of an approved source that meets the description in subparagraph (i) above;
- (iii) A manufacturer who (A) produces the offered item under the direction of an approved source currently cited in the AID; and (B) has authorization from that approved source to manufacture the item, identify it as that approved source's name and part number, and sell the item directly to the Government. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation to demonstrate such authorization.
- (iv) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (iii) above. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation that demonstrates such authorization.
- (2) When the AID identifies the item being acquired as a critical safety item (CSI), offers of exact product will be evaluated in accordance with 52.211-9005.
 - (c) 'Alternate product.'
- (1) The Offeror must indicate that an 'alternate product' is being offered if the Offeror is any one of the following:
- (i) An Offeror who (A) manufactures the item for an approved source currently cited in the AID; and (B) does not have authorization from that approved source to manufacture the item, identify it as the approved source part number, and sell the item directly to the Government;
- (ii) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (i) above;
- (iii) An Offeror of a previously reverseengineered product that is not currently cited in the AID; or
- (iv) Any other Offeror who does not meet the criteria in subparagraphs (b)(1), (d), or (e) of this provision.
- (2) If an alternate product is offered, the Offeror shall furnish with its offer legible copies of all drawings specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. If the offered product is to be manufactured in accordance with data the Offeror has obtained from elsewhere within the Government, the Offeror shall either furnish the detailed data specified in this paragraph, or supply a description of the data package in its possession; i.e., basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the Offeror does not furnish the detailed data with its offer, the Contracting Officer will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data. If the alternate product is a previously reverse-engineered product, the Offeror shall provide: traceability documentation to establish that the offered item represents the item specified in the AID (i.e., invoice from an approved source); number of samples that were examined; the process/logic used; raw

SP0412-04-R-1142

21

26

data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/reliability considerations have been analyzed.

- (3) In addition, the Offeror may be required to furnish data describing the 'exact product' cited in the AID. The data required from the Offeror depends on the level of technical data describing the exact product, if any, available to the Government. The possible levels of technical data the Government may have and the corresponding data submission requirements for Offerors are identified in subparagraphs (a)-(d) below. For the item(s) being acquired under this solicitation, the level of data in the Government's possession and the corresponding requirements for data submission are identified in the AID, or, if not specified in the AID, are as follows: (Buyer insert (a), (b), (c), or (d) as applicable, if AID does not identify). (If the level of data in the Government's possession and Offeror requirements for data submission are not identified in either the AID or in this subparagraph (c)(3), then subparagraph (a) below applies.)
- (a) No data: This Agency has no data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c) (2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the AID, sufficient to establish that the Offeror's product is equal to the product cited in the AID.
- (b) Adequate proprietary (i.e., limited rights) data: This Agency possesses adequate drawings and/or specifications for the exact product as cited in the AID, but such data are proprietary (i.e., limited rights) and shall be used only for evaluation purposes. The Offeror must furnish the data required in subparagraph (c) (2) of this provision, but is not required to submit data on the exact product.
- (c) Inadequate data: This Agency does not have adequate data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the AID, sufficient to establish that the Offeror's product is equal to the product cited in the AID.
- (d) Adequate catalog data: This is a commercial off-the-shelf item. Adequate catalog data are available at the contracting office to evaluate alternate offers. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish with its offer a commercially-acceptable cross reference list; or legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered, sufficient to establish that the Offeror's product is equal to the product cited in the AID. The Offeror is not required to submit data on the exact product.
- (4) Except for indefinite delivery purchase orders (IDPOs), if this solicitation is automated (i.e., if the solicitation number begins with SPE; or begins with SPO and contains 'T' or 'U' in the ninth position of the procurement instrument identification number (PIIN)), the Contracting Officer will not evaluate offers of alternate product (which includes offers of previously reverse-engineered product) for the current procurement. Instead, the Offeror shall submit a request to the location below for evaluation of the alternate product's technical acceptability for future procurements of the same item. The request for evaluation shall cite the National Stock Number (NSN) of the exact product and, as identified in this provision, include the applicable level of technical data on the alternate and exact products. All offers of alternate product will be handled in accordance with DLAD 17.7501(b)(4).

For solicitation numbers beginning with SPE7 or SPE9; or beginning with SP0 and containing 'T' or 'U' in the ninth position of the PIIN:

Defense Supply Center Columbus Directorate of Procurement Alternate Offer Monitor, DSCC-PCA 3990 East Broad Street Columbus, OH 43216-5000

For solicitation numbers beginning with SPE4; or beginning with SPO and containing 'T' or 'U' in the ninth position of the DIIN.

Defense Supply Center Richmond Office of the Competition Advocate ATTN: DSCR-DU 8000 Jefferson Davis Highway Richmond, VA 23297-5100

For solicitation numbers beginning with SPE5; or beginning with SPO and containing 'T' or 'U' in the ninth position of the PIIN:

Defense Supply Center Philadelphia
Office of the Competition Advocate/General
& Industrial
DSCP-PI
700 Robbins Avenue
Philadelphia, PA 19111-5096

- (d) 'Superceding part number.'
- (1) The Offeror must indicate that a 'superceding part number' is being offered if the offered item otherwise qualifies as an 'exact product,' except that the part number cited in the AID has been superceded. The Offeror may be requested to furnish data, or provide confirmation through some other means, sufficient to establish that there are no changes in the configuration of the part. However, if such data are unavailable, the Offeror may be required to furnish technical data as required in paragraph (c) for 'alternate products.' (If such data indicate there have been changes in the configuration of the part, the offered item must be identified as an 'alternate product.')
- (2) For solicitation numbers beginning with SPE, any data to be furnished with an offer of a 'superceding part number' should be mailed to the buyer at the procuring activity address on the solicitation. (Uploading the information with the quotation, or including it in the 'Remarks' section, will make the offer a 'bid with exception,' causing it not to be evaluated.)
 - (e) 'Previously-approved product.'
- (1) If the product offered has previously been
 Furnished to the Government or otherwise previously
 evaluated and approved, the Offeror shall indicate in the
 space provided below, or through an alternative means in an
 electronic quoting system, the contract and/or solicitation
 number under which the product was furnished or approved.
 CLIN NR (s)

 have been previously
 furnished or evaluated and approved under contract/
 solicitation number
 .)
- (2) If the product was furnished or evaluated and approved by a contracting activity different from the one issuing this solicitation, Offerors are advised that the Contracting Officer may not have access to records of another activity or other information sufficient to reasonably determine the offered product's acceptability. Therefore, in order to ensure that adequate data is available for evaluation, Offerors may elect to furnish with their offer the information requested by subparagraph (b) or (c) of this provision, whichever is applicable for the offered product. Offerors are advised that if the additional data is not furnished, the Government may not be able to evaluate the offer. (For solicitation numbers beginning with SPE, the information should be mailed to the buyer at the procuring activity address on the solicitation. Uploading the information with the quotation, or including it in the 'Remarks' section, will make the offer a 'bid with exception,' causing it not to be evaluated.)
- (f) For all types of offers ('exact product,' 'alternate product,' 'superceding part number,' or 'previously-approved product'), Offerors shall provide the Contractor and Government Entity (CAGE) Code of the manufacturer and the part number being offered for each item in the solicitation.
- (g) Failure to furnish adequate data and/or information as prescribed in subparagraph (b), (c), (d) or

26

CONTINUATION SHEET

SP0412-04-R-1142

(e) of this provision (when required for the current procurement) within 10 business days or less, or as otherwise required by the Contracting Officer or elsewhere in this solicitation, may preclude consideration of the offer. For automated procurements, it is the responsibility of the Offeror when offering a 'superceding part number' or a 'previously-approved part number' to ensure that supporting documentation arrives at the contracting activity within 2 business days after the data is requested, or the offer may not be considered. The Agency will make every effort to determine, prior to award, the acceptability of the products offered which meet the dollar savings threshold shown below, and/or which have a reasonable chance to receive an award based on price offered. Generally, the Agency will not evaluate alternate offers not meeting the dollar threshold. The savings potential is based on the cost of evaluation (\$200.00 if only a local technical evaluation is involved, plus an additional \$1,200.00 for each required Engineering Support Activity evaluation). If the Agency determines that an evaluation cannot be completed before the expected contract award date due to urgent requirements for the item, alternate offers will not be considered for the current procurement. Instead, they will be evaluated for technical acceptability for future procurements of the same item, if adequate data is submitted and savings potentials are expected, as stipulated above. For alternate offers not evaluated, the Offeror's complete technical data package will be returned. (e) of this provision (when required for the current will be returned.

- (h) If Offerors desire to restrict the Government use of data submitted for evaluation, the data must bear the appropriate legends as prescribed by FAR 52.215-1(e) In the event an award is made to an Offeror submitting data without the appropriate legend, the Government will have unlimited rights to its use as defined in DFARS 252.227-7013.
- (i) It is the Government that determines if the documentation or other evidence furnished by an Offeror is ${\bf r}$ adequate to satisfy the requirements in this provision. If the Contracting Officer requests evidence from a Contractor who received an award resulting from this solicitation, and the Contracting Officer subsequently finds the evidence to be unacceptable, the award may be cancelled.

L58 52.217-9G04

FLIGHT SAFETY CRITICAL PART, CRITICAL APPLICATION, ITEM DOCUMENTATION REQUIREMENTS DSCR (SEP 2002)

- If an item other than that cited in the (a) If an item other than that cited in the Procurement Identification Description (PID) is offered under provision 52.217-9002, (Sec L), of this solicitation, this provision specifies the Government's requirements for additional documentation needed to evaluate whether the offered item meets the requirements for the Critical Application Item (CAI) and/or Flight Safety Critical Application Part (FSCAP) identified in the PID. The guidance herein is also intended to assist offerors in determining what documentation is needed to insure an adequate and timely evaluation of the source manufacturing the item - namely, a source approval request (SAR). The offeror shall determine which category applies. The specified documentation for that category, as well as that specified for all categories at subparagraph (b), shall be submitted in support submitted in support of the manufacturing process
- (1) CATEGORY I Manufacturer of the same item for the Original Equipment Manufacturer (OEM) or for the Department of Defense (DoD).
- (2) CATEGORY II Manufacturer of a similar item for the OEM or DoD. (A similar item is defined as an item whose design, application, operating parameters, material, and manufacturing processes are similar to those of the item for which source approval is sought.)
- CATEGORY III New manufacturer. The exact or similar item has not been previously provided to the

- (b) Requirements for all CATEGORIES in addition to the below checklist.
- (1) Documentation shall be provided stating if the company seeking approval is a nonmanufacturing source or the actual manufacturer. If the company seeking approval is a nonmanufacturing source, the required information shall also be submitted on the manufacturer.
- (2) Any SAR identified to Boeing Rights Guard must comply with the Boeing Rights Guard Agreement.
- (c) The offeror shall check below the CATEGORY that applies and include this part of the provision, as well as the additional required documentation, in support of the source approval request.

CATEGORY	I (same part)	[]
CATEGORY	II (similar/equivalent part)	[]
CATEGORY	III (new manufacturer)	[1

To determine the mandatory requirements to submit for CATEGORY I - III parts, the offeror must go to this website www.dscr.dla.mil/sarguide.doc.

L59D 52.217-9G23 RESTRICTION OF ALTERNATE OFFERS FOR SOURCE CONTROLLED ITEMS DSCR (JAN 1996)

L59DA 52.217-9G26 SURGE & SUSTAINMENT CAPABILITY ASSESSMENT DSCR (JUNE 2001)

- Proposals submitted in response to this (a) Proposals submitted in response to this solicitation shall include a proposed approach to meeting the Surge & Sustainment (S&S) requirement identified in the schedule. The proposed approach shall include the initial ramp up (surge) and subsequent production and delivery (sustainment) of supplies to support simultaneous contingencies. The contractor's proposed approach shall be supported by a production capability assessment, as an attachment to the proposal, containing, but not limited to, the following areas:
- (1) The contractor's methodology enabling visibility of supplier base resources on a continuing basis.
- (2) Identify supplier base inventories, production capability, on-demand manufacturing and advanced technology capabilities, or any other means of support available to meet S&S requirements and, based on this identification, a description of S&S strategies for all items.
- (3) Identify 'problem' items for which S&S cannot be easily met, proposed solutions for these items, and any significant investments (dollars or otherwise) needed to implement these solutions, including investments by the Government.
- $\mbox{(4)}$ Describe access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements.
- (5) The contractor's agreements with suppliers and service providers that reflect access to S&S resources.
- (6) Clearly identify any significant investments (dollars or otherwise) required to resolve the problem areas identified under subparagraph (3), or other subparagraphs above, needed to develop S&S capability, including, but not limited to, the following information:
 - Why the investment is needed: what will be purchased with the (ii)
 - investment;
 basis for the investment cost;

 - (iv) the S&S capability to be gained from the investment; and,
 - for investments needed to affect strategies, an analysis of what strategies were considered and why the proposed strategies are the most cost effective.
- (7) If the S&S requirements can be easily met with current levels of production, the following information may be provided in lieu of the detailed assessment requested

Solicitation Number:

SP0412-04-R-1142

PAGE OF

PAGES 26

The contractor's rationale for concluding the required S&S resources are readily

available; and, the contractor's ability to meet the S&S requirements through access to these resources. The commercial nature of an item, (Note: The commercial nature of an item, in and of itself, is not an adequate rationale for concluding the item is readily available. The information submitted shall include a description of access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements.)

DSCR (JUN 2003)

£75

SERVICE OF PROTEST (AUG 1996)

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the --

> Contracting Officer Defense Supply Center Richmond ATTN: DSCR-UKDB 8000 Jefferson Davis Highway Richmond, VA 23297-5722

by obtaining written and dated acknowledgment of receipt from the issuing office referenced on the solicitation/award.

52.233-9000

AGENCY PROTESTS DLAD (SEP 1999)

Companies protesting this procurement may file a protest

- 1. with the contracting officer.
- 2. with the General Accounting Office, or
- pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

Protests filed with the agency should clearly state that they are an 'Agency Level Protests filed under Executive Order No. 12979.' (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; than would occur with a protest to the contracting officer this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

DSCR NOTE:

Executive Order 12979 encourages the use of Alternative Dispute Resolution in resolving Agency-level protests. Therefore, DSCR has in place a process to mediate Agency-level protests filed pursuant to Executive Order 12979. Mediation is a voluntary process where the parties meet with a third party neutral (the mediator) to discuss their positions and open a dialogue. The mediator does not make any decisions on the dispute, but rather helps the parties explore their concerns and possible avenues for solutions. Any mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. If resolution of the protest is not reached through the mediation process, the protest will be forwarded to the Chief of the Contracting Office for a written decision on the record. If an offeror wishes to file an Agency-level protest, but does not wish to engage in a mediation, the Agency-level protest should state that the protesting party does not wish to participate in a mediation and would like a decision on the written record. Executive Order 12979 encourages the use of Alternative 52.233-9001

DISPUTES: AGREEMENT TO HISE ALTERNATIVE DISPUTE RESOLUTION DLAD (JUN 2001)

- (a) The parties agree to negotiate with each other to (a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.
- (b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining discussions with the contracting officer before determining ADR to be inappropriate.
- (c) If you wish to opt out of this clause, check here ($\underline{}$). Alternate wording may be negotiated with the contracting officer.

L82 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR)

http://www.arnet.gov/far

DoD FAR Supplement (DFARS)

http://www.acq.osd.mil/dp/dars/dfars.html

DSCR Master Solicitation organized as follows:

http://www.dscr.dla.mil/ procurement/mastersol.htm

Section 1:

Full text of DLA clauses and provisions and

Pull text of DLA clauses and provisions and DSCR clauses, provisions, and notices.

Pull text Quality Assurance Provisions (QAPs) Shipping/scheduling information for freight shipments destined for stock locations (DSCR Form P41 reference for freight shipments). Section 2: Section 3:

Section 4: Procurement Automated Contract Evaluation (PACE) Instructions

Full text of Contract Data Requirements List Section 5: (CDRLs)

Special Packaging Instruction (SPIs) Drawings Full text of Individual Repair Parts Ordering Section 6: Section 7: Data (IRPODs)

DLA site with links to all of the above

http://www.procregs.hq. dla.mil/icps.htm

DSCR NOTE: Where only a portion of text is included in the solicitation document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS provision, the text as included in the solicitation is not intended to be represented as the full text of the provision.

L83 52.252-5

AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an Authorized deviation is indicated by the addition of '(Deviation)' after the date of the provision.
- (b) The use in this solicitation of any Defense FAR Supplement (48 CFR chapter 2) provision with an authorized deviation is indicated by the addition of '(Deviation)' after

PAGE

OF PAGES

the name of the regulation.

SECTION M

52.214-9002 TRADE DISCOUNTS DLAD (JUN 1983)

M10AA 52.215-9003 SOCIOECONOMIC EVALUATIONS DLAD (OCT 1996)

M10B 52.215-9005 JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT EVALUATION

DLAD (DEC 1997)

M10F 52.215-9G05 AUTOMATED BEST VALUE SYSTEM DSCR (JUL 2002)

(a) The Automated Best Value System (ABVS) Score as an Element of Past Performance Evaluation.

ABVS scores do not determine eligibility for award or technical acceptability. The Government shall use ABVS scores to compare past performance among offerors, not to make determinations of responsibility.

To evaluate each offeror's past performance, DLA will assign an ABVS score to each offeror based on the offeror's past performance. ABVS scores for performance in offeror's past performance. ABVS scores for performance in each Federal Supply Class (FSC score) will be based on DLA consolidated performance history. An offeror may have multiple FSC scores but will have only one DLA score, which is a compilation of the offeror's FSC scores for all business conducted with DLA. These scores will be calculated monthly and remain in effect for a month. The ABVS score is a combination of an offeror's delivery and quality scores. The quality score reflects validated contractor caused product and packaging nonconformances during the rating period. For administrative purposes, the rating period excludes the most recent 30 days. The delivery score reflects all lines shown as delinquent during the rating period. For administrative purposes, the rating period excludes the most recent 60 days. For ABVS purposes, delinquent lines represent shipments not shipped and/or received in their entirety by the contract delivery date.

The 30 and 60 day offset periods are NOT grace periods.

(3) Business Systems Modernization.

(i) The Defense Logistics Agency is (i) The Defense Logistics Agency is developing and installing a new suite of commercial business software we call Business Systems Modernization (BSM). BSM will replace the old material management systems with the best of today's business applications. The first phase of BSM that will affect both DLA and our business partners is called the Concept Demonstration. This Concept Demonstration will use actual BSM software, real time data and actual transactions such as solicitations and awards. But because of the new software height testad contributions and such as solicitations and saveds. transactions such as solicitations and awards. But because of the new software being tested, certain processes will change during the test and one of the most important is the change in ABVS. The collection of past performance information for certain NSNs in ABVS has been changed by the new software and will be affected by this Concept Demonstration beginning in August 2002. Demonstration beginning in August 2002.

(ii) Beginning in August 2002, ABVS will not collect performance information on NSNs that are included in this BSM test. The performance data for quality and delivery performance from new contract awards for these NSNs will not be used in the calculation of FSC scores. The contract line items will also not be included in the total number of contract line items on which the FSC score is best about contract line items on which the FSC score is based.
Subsequently, the DLA score, which is a compilation of the FSC scores, will not include performance data from new awards on these NSNs. For NSNs, which are not in the BSM test, ABVS will continue to work as it does today.

(iii) In order to determine if a NSN or FSC is included in this BSM test, go to the BSM Supplier Information Resource Center, http://www.dla.mil/j-6/bsm/SIRC/SIRC.htm. Awards not included in the ABVS performance data will be identified by contract numbers beginning with SPMXXX or SPEXXX in lieu of SPOXXX (this does not apply to orders issued against non-DLA Basic Ordering Agreements or issued against non-DLA Basic Ordering Agreements or

(iv) This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to

use the new technology and processes to improve our supply chain effectiveness. Further information is found at the BSM Vendor Information Center at http://131.70.202.70/j%2D6/bsm/test/vic.htm.

(4) DSCR will make negative quality and delivery data reflected in the ABVS score available to offerors by the 15th day of the month via the ABVS Website. Th offeror's negative performance data will be posted before it is reflected in the ABVS score (Preview Period), to give offerors an opportunity to review and verify data. An offeror must challenge any negative data within the Preview offeror must challenge any negative data within the Preview Period to assure corrections are posted before calculation of the score. Offerors must submit challenges and substantiating evidence (e.g. invoices, DD Form 250s, modifications) to the ABVS Administrator. The 'Center' field will identify the appropriate focal point. For those identified as 'DSCR,' send challenges to:

Defense Supply Center Richmond Attn: DSCR-OZP (ABVS) 8000 Jefferson-Davis Highway Richmond, VA 23297-5516

one (804) 279-6881 (804) 279-5042 Telephone

- (5) Though offerors may challenge negative data at any time, it is to the offeror's advantage to challenge negative data during the Preview Period before it has an negative data during the Preview Period before it has an opportunity to be reflected in the ABVS score. Accordingly, an offeror should review performance data on a monthly basis at a minimum. When a challenge is received, the ABVS score will be flagged. The flag will remain until the challenge is resolved. If an offer under evaluation involves a challenged score, then the Contracting Officer will consider the nature of the challenged data and its relevance to the acquisition as part of the award decision. The ABVS Administrator will adjust the ABVS score if the Administrator upholds an offeror's challenge. Scores created in the update cycle immediately following the determination will reflect the adjustment.
- (6) When there is a discrepancy between the offeror's challenged data and the Government's data, it becomes disputed data. The Government's data, it becomes disputed data. The Government will make every effort to resolve the discrepancy expeditiously. However, the Government is the final authority for resolution of disputed data and its use in the source selection process, and may make an award decision despite the existence of an unresolved challenge.

(b) Using the ABVS score for evaluation.

- (1) The contracting officer will first evaluate offers using the FSC score for the solicited FSC in effect at the time offers are evaluated. The contracting officer will use an offeror's DLA score to evaluate an offeror will use an offeror's DLA score to evaluate an offeror without an FSC score for that particular FSC. The contracting officer may consider the volume of business on which the FSC score is based as a measure of confidence in the score's indication of performance risk. The contracting officer may choose to use the DLA score if he or she lacks confidence in the FSC score. The contracting officer also may use the DLA score if the FSC scores among offerors are relatively equal. An offeror with no performance history will not be evaluated favorably or unfavorably and will be assigned a '999.9' in the ABVS. A '999.9' is used to designate those instances wherein the offeror has no past performance history, has no history for the particular FSC or has no history for the timeframe being rated.
- (2) Contractor caused discrepancies or delinquencies will be reflected in the ABVS as an indicator of past performance. Repair, replacement or reimbursement of quality and packaging defects will not provide relief of negative ABVS data. Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score delivery score.

M10G 52.215-9G06 EVALUATION AND AWARD (FEB 2000)

(a) AWARD. The Government intends to evaluate proposals and, if necessary, conduct discussions with all responsible offerors within the competitive range. The award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and represents the best.value to the Government. Therefore, award may be made to other than the lowest priced or the

25

26

highest technically rated offer.

- (b) RELATIVE IMPORTANCE AND TRADE-OFFS. The Government will base the determination of best value on a comparative assessment of the offerors' prices, past performance, and the other evaluation factors identified elsewhere in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors, when combined, are:
 - [] significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.
 - [X] approximately equal to cost or price; or
 - [] significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

The final award decision may involve a trade-off among cost or price and the non-price factors. Factors that may be considered in the trade-off process include, but are not limited to:

Item criticality and weapons system application Delivery schedule and current inventory status Historical delivery or quality problems Concerns over limited supply sources and industrial base Benefits from obtaining new sources

- (c) COST OR PRICE. The Government will evaluate the offered cost or price for cost realism, as defined in FAR 15.401, and reasonableness. The Government will add any other cost or price evaluation factors identified elsewhere in this solicitation (e.g. Buy American Act or FOB Origin transportation costs) to arrive at the offeror's evaluated cost or price. The evaluated cost or price will be used in conjunction with the other non-price factors to determine the best value to the Government.
- (d) PAST PERFORMANCE EVALUATION FACTORS. The Government will use the past performance evaluation factors marked below in addition to cost or price and other evaluation factors specified in the solicitation. Unless indicated otherwise, past performance is significantly more important than other non-price factors. Within the past performance subfactors, ABVS scores will be weighed most heavily because of their relevance to DSCR awards. Quality history and delivery schedule compliance will be weighed more heavily than the remaining past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.
 - [X] ABVS Score (52.215-9G05)
 - [] Quality History
 - [] Delivery Schedule Compliance
 - [X] Javits-Wagner-O'Day (JWOD) (52.215-9005)
 - [X] Mentoring Business Agreements (MBA) (52.219-9003)
 - [X] Socioeconomic Support (52.215-9003)
 - [] Other (specify):
- (e) PAST PERFORMANCE. Past performance includes, but is not limited to, the offeror's record of conforming to contract requirements and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the customer's interest.
- (i) Offerors may submit with their offer information on past and current Federal (non-DSCR), State and local government and private sector contracts performed by the offeror at the proposed performance location within the last three years that are similar in nature to this

acquisition. Offerors electing to submit this data must furnish at least the following information: name and address of the contracting entity; the contract number; award and completion dates; the dollar value; the contract type; the items or services provided; two references, with title and phone number; and any problems encountered and the corrective action taken by the offeror.

- (ii) By submitting past performance information, the offeror agrees to permit the Government's representatives to contact the listed references and inquire of the offeror's performance. If more than three contracts are identified, the Government reserves the right to randomly select and limit its review to three contracts. In addition to the information provided, the Government may consider information obtained from other sources when evaluating the offeror's past performance. Offerors will be given the opportunity to discuss negative past performance information obtained from references if the offeror has not had a previous opportunity to comment on that information.
- (iii) In addition to the information above, DSCR will use the Automated Best Value System (ABVS) to evaluate quality and past performance on DLA awards (see 52.215-9G05).
- (iv) Offerors with no past performance history (whether internal or external to the Federal government) will not be evaluated favorably or unfavorably.

M12 52.216-9G09 EVALUATION - INDEFINITE QUANTITY CONTRACT DSCR (NOV 1996)

Offers will be evaluated on the basis of the estimated annual quantity. If quantity breaks are offered with various prices, the highest price offered will be used for evaluation.

If line items for both stock and DVD are included in the schedule offers will be evaluated based on the total extended price for the stock and DVD line items.

M15 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

M18 52.217-9G11 EVALUATION OF OPTION TO EXTEND THE TERM OF THE CONTRACT -SUPPLIES DSCR (JAN 1996)

The evaluation of options to extend the term of the contract as required by either FAR Clause 52.217-5 (Section M) or 52.212-2 will be based on the highest possible option price offered for each option as specified in DSCR Clause 52.217-9G08 (Section I).

M19CA 52.217-9G27 SURGE & SUSTAINMENT EVALUATION MINIMUM REQUIREMENT DSCR (JUNE 2001)

- (a) Evaluation. The surge & sustainment (S&S) requirement identified in the schedule represents a minimum requirement for award; therefore, offerors that fail to offer for the S&S requirement or submit proposals that are deficient may be rejected. The S&S capability assessment specified in 52.217-9G26 will be evaluated to determine the offeror's ability to meet the increased quantity/accelerated delivery requirements identified in the schedule for S&S.
 - (b) Acceptable Standard. Acceptable proposals must:
- describe a methodology which enables visibility of supplier base resources on a continuing basis;
- (2) identify supplier base inventories, production capability, on-demand manufacturing and advanced technology capabilities, or any other means of support available to meet S&S requirements and, based on this identification, provide a description of S&S strategies for all items;
- (3) identify problem items for which S&S cannot be easily met, propose solutions for these items, and identify any significant investments (dollars or otherwise) needed to implement these solutions;
- $\mbox{(4)}$ describe access to, and plans for, coordinating distribution and transportation services for meeting S&S requirements; and

PAGES

26

CONTINUATION SHEET

- (5) provide information regarding agreements with subcontractors, suppliers and service provides, if applicable, that reflect access to S&S resources;
- (6) identify any significant investment (dollars or otherwise) under (3) or other subparagraphs above, needed to develop S&S capability, with the following information:
 - (i) An explanation of why the investment is

needed.

(ii) A description of what items or materials will need to be purchased with the investment.

(iii) Provide a justification/basis for the

investment cost.

(iv) Identify the S&S capability to be gained from the investment.

(v) For investments to effect S&S strategies, an analysis of what strategies were considered and why the proposed strategies are the most cost effective.

- (c) Acceptable Standard Commercial. The following standard shall apply in lieu of paragraph (b) for commercial items that are readily available and accessible in sufficient quantities to meet the S&S requirements. Adequate proposals shall:
- (1) provide information to support the rationale for concluding that the S&S items are readily available;
- (2) describe how access to these resources will provide the ability to meet S&S requirements; and
- $\mbox{(3)}$ identify a plan for coordinating distribution and transportation services for meeting S&S requirements
- (d) Deficient Proposals. Proposal revisions to correct deficiencies in S&S capability may be addressed during negotiations with offerors determined within the competitive
- Price. Price(s) associated with S&S items will be evaluated for reasonableness and realism in accordance with proposal analysis techniques specified in FAR 15.404. The total evaluated price associated with a proposal will include S&S prices/costs only to the extent such prices/ costs represent:
- (1) the dollar amount that must be obligated or reserved at time of award to implement and or maintain the S&S capability and
- (2) the dollar amount associated with a confirmed requirement to support an actual contingency.
- (f) Materially Unbalanced Offers. The Government may (f) Materially Unbalanced Offers. The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract lines is significantly overstated or understated as indicated by application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that lack of balance poses an unacceptable risk to the Government. unacceptable risk to the Government.

DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM DLAD (DEC 1997) M19CC 52.219-9002

M33 52.247-9G21 BASIS FOR SUBMISSION AND EVALUATION OF OFFERS DSCR (JAN 1996)

- (a) Offers are invited on an f.o.b. destination basis items ALL , , . . Bids submitted on any other basis will be rejected as non-responsive.
- (b) Offers are invited on the basis of both f.o.b. origin and destination for items $\ensuremath{\mathtt{NONE}}$,
- Offers are invited on an f.o.b. origin basis for items NONE , . When supplies are regionally priced the applicable regions shall be specified below. If regional price(s) are offered and the region is not specified, the bid will not be considered.

sed	ary RO	T								T		Ī	T					1			Ī		1					Γ				Π
Proposed	Delivery Days ARO			j									•																			
Required	Delivery Days ARO	33	282	89	138	112	137	2	95	200	75	149	76	161	2	174	77	121	100	114	72	144	8	80	09	211	30	150	178	151	89	85
Maximum	Delivery Order Qty	318	501	1587	279	147	88	456	497	443	1403	1143	9	65	282	120	1040	30	798	257	554	135	581	167	606	29	374	89	335	821	99	419
Minimum	Delivery Order Qty	53	84	265	47	25	3 6	9/	83	74	234	191	-	11	47	20	173	2	133	43	92	23	26	28	152	0	62	1	26	137	11	70
	5	Ą	Æ	Ā	Ā	Æ	¥	E	Æ	Æ	Æ	Æ	A	Æ	ā	Æ	ā	Æ	Æ	A	Æ	Æ	Æ	ā	E	Æ	Æ	Æ	Ð	E	Æ	EA
	Unit Price Opt Yr 3																													İ		
	Unit Price Opt Yr 2																															
⊢	Unit Price Opt Yr 1																															
Unit Price	Base Period																															
Estimated	Demand Orty Option Yr 3	212	334	1058	186	86	25	304	331	295	935	762	4	43	188	80	693	20	532	171	369	06	387	111	909	39	249	45	223	547	44	279
Estimated	Option Yr 2	212	334	1058	186	86	25	304	331	295	935	762	4	43	188	80	693	20	532	171	369	06	387	111	909	33	249	45	223	547	44	279
Estimated	Option Yr 1	212	334	1058	186	86	25	304	331	295	935	762	4	43	188	41	693	20	532	171	369	8	387	111	909	39	249	45	221	547	4	279
_	Base Period	234	5	437	124	18	24	446	416	298	1799	1224	8	11	263	0	684	28	138	243	426	109	414	45	663	24	83	39	0	851	22	199
	Nomenclature	BEARING, BALL, ANNULA	BEARING, BALL, AIRFRA	BEARING, BALL, ANNULA	BEARING, BALL, AIRFRA	BEARING, BALL, ANNULA	BEARING, BALL, ANNULA	BEARING, BALL, ANNULA	BEARING, ROLLER, CYLI	BEARING, BALL, ANNULA	BEARING, BALL, AIRFRA	BEARING, BALL, ANNULA	BEARING, BALL, AIRFRA	BEARING, BALL, ANNULA	BEARING, BALL, ANNULA	BEARING, BALL, ANNULA	BEARING, BALL, DUPLEX	BEARING, BALL, ANNULA														
	NSN	3110000148335			3110001002366		3110001150756			T			_ [1	1							3110013737322
	Ĕ														T						1	0021										0031

Line Item	NSN	Mfr's Name	Mfr's Cage	Mfr's Part Number
0001	3110000148335			
2000	3110000187451			
0003	3110000548823			
0004	3110001002366			
0002	3110001145992			
9000	3110001150756			
2000	3110001340190			
8000	3110001350563			
6000	3110001419848			
0010	3110001448501			
0011	3110001556675			
0012	3110001556745			
0013	3110001751457			
0014	3110001982079			
0015	3110004360514			
0016	3110005051696			
0017	3110005291554			
0018	3110006081550			
0019	3110006215240			
0020	3110007251648			
1700	3110008005603			
0022	3110009698661			
0023	3110010150711			
0024	3110010180180			
90025	3110010443118			
9700	3110010490691			
0027	3110010577238			
0028	3110011146328			
6200	3110011282960			
0030	3110012170820			
0031	3110013737322			
0000				

		10	D2	D3	D4	D5	90	TOTAL	D1 D2 D3 D4 D5 D6 TOTAL Unit Price	Unit Price	Unit Price	Unit Price
ine Item	NSN								Base Period	Opt Yr 1	Opt Yr 2	Opt Yr 3
6004	3110001002366	4	0	0	0	0	0	4				
8009	3110001350563	0	-	-	0	0	0	2				
6015	3110004360514	10	10 10 10 10 10 10	10	9	9	9	99				
6024	3110010180180	-	-	-	-	-	-	9				
6026	3110010490691 4	4	4 4 4	4	4	4	4	24				

SP0412-04-R-1142

SMS DSCR																																
	P-B02 Y	P-B02 Y	P-B02 Y	P-B02 Y	P-B01 Y	P-B02 Y	P-B01 Y	~	P-B01 Y	-	P-B02 Y	∿-B02 Y		1		\P-B02 Y		- 1		\P-B02 \							1P-B02 Y	\P-B02 Y	P-B02 Y	₹P-B02 Y	P-B02 Y	,P-B02 Y
	13873 QAP-B02	13873 QAP-B02	13873 QAP-B02	13873 QAP-B02	13873 QAP-B0	13873 QAP-B02	13873 QAP-B0	13873 QAP-B03	13873 QAP-BO	13873 QAP-BO	13873 QAP-B02	13873 QAP-B02	13873 QAP-B02	13873 QAP-B02	13873 QAP-B02	13873 QAP-B02	13873 QAP-B03	13873 QAP-B02	13873 QAP-B03	13873 QAP-B02												
DO OF		H																														
FIRST ARTICLE COTS IND TESTING	z	z	z	z	z	z	z	z		>	z	z	z	z	z	z	z	z	z	z	z	z	z	z	z	z	z	z	z	z	z	z
	z	z	z	z	z	z	z	z	z	z	z	z	z	z		z	z	z		z	z	z	z	z	z	z	z	z	z	z	z	z
SAFETY ND								z			z				_		>		z						>					z		z
PRECIOUS METALS IND																																
OA REV P))		_		ו	د	_	دا		ח	4		•		د	<u> </u>	<u>ت</u>		رد	د	•)			¥	٧		¥
CRITICAL Q	Z		Z			Z	z	Z			z			-		z		z		Z		z						z		Z	Z	2
SHELF CRI	>	>	>	>	>	>	z	>	z	>	>	z	>	>	>	>	>	>	>	>	>	>	>	>	>	>	>	>	>	>	>	>
5	EA 0	E S	EA	S E					٥ ۵		٥ <u>۲</u>	о В	о Т	ā	2	ā	EA 0	о Б	٥ ۲	٥ ۲	٥ ۵	ē Š	EA 0	٥ ک	о Б	o M	EA 0	EA 0	EA 0	EA 0	<u>Б</u>	EA 0
NC FIC	ပ	ပ	ပ	ပ	-	ن	-	U	-	-	-						ပ		ပ	ပ	ပ	ပ	ပ	ပ	ပ	ပ	ပ	-	ပ	ပ	ပ	-
CONFIGURATION																																
SHIP	>				-	-	\vdash	-	>	-			-	-	>			>	>	-		>			>			-		>	>	>
<u>8</u>			>				L	L						L			အ								× 80			z				
LRE	A NOFA	RFRA	ANOIA	AJON'S	AJON	A NOIN	ANDIA	ANUK.	ANULA	AUN's	¥10k	ANDIA MINIA	RFRA	NULA	A INIA	¥INI,	¦CY⊔	NULA	RFRA	NULA	RFRA	NULA	¥NULA	₹NULA	JPLEX	ANULA N	¥]0N₽	ANDLA	ANDLA	ANULA	ANULA	NULA NULA
NOMENCLATURE	BALL, AN	BALL, AIF	BALL, AN	BALL,AN	BALL,AN	BALLAN	BALL, AN	BALL,AN	BALL,AN	BALLAN	BALL AN	BALL, AN	BALL AI	BALL, AN	BALL, AN	BALL, AN	ROLLER	3ALL,AN	BALL, AIF	BALL, AN	BALL, AIF	BALL,AN	BALL, AN	BALL,AN	BALL, DI	BALL, AN	BALL, AP	BALL, AN				
NOME	BEARING, BALL, ANNULA	BEARING, BALL, AIRFRA	BEARING, BALL, ANNULA	BEARING BALL ANNULA	BEARING BALL ANNULA	BEARING, BALL, ANNULA	BEARING, BALL, AIRFRA	BEARING, BALL, ANNULA	BEARING, BALL, ANNULA	BEARING, BALL, ANNULA	BEARING, ROLLER, CYL	BEARING, BALL, ANNULA	BEARING, BALL, AIRFRA	BEARING, BALL, ANNULA	BEARING, BALL, AIRFRA	BEARING, BALL, ANNULA	BEARING, BALL, ANNULA	BEARING, BALL, ANNULA	BEARING, BALL, DUPLEX	BEARING, BALL, ANNULA												
TEAM													Ī			Ī																
T ORC PC	№ 90	90 AM		90 AM				1	90	1	1			90 NT			90 NT	06 AF	06 A	06 AF	06 AF		96 AF	96 AF	90 NT	96 A	06 AF	06 AM	90 PT	06 AM		
ICP ORC	S9G GD	S9G CG	Sec CI	S9G CW	Seg GD	g		S9G CT	SG GR	Sec GD	S9G CS	S9G GR	S96 CX	Seg GU	00	S9G CP	S9G GD	20 Ses	S9G CM	39 Ses	S9G CE	GE GE	90 CP	SG CP	S9G GD	S9G CK	20 Ses	S96 CL	S9G GC	S9G CW	S9G CE	90 968
ō	3	T	T	1	T	T		1	Т	\top		1			1		Т	\Box	1	1	T		711 S9G	180 S9G		1		I				Ι
NSN	3110000148335	3110000187451	3110000548823	3110001002366	3110001145992	3110001150756	3110001340190	3110001350563	3110001419848	3110001448501	3110001556675	3110001556745	3110001751457	3110001982079	3110004360514	3110005051696	3110005291554	3110006081550	3110006215240	3110007251648	3110008005603	3110009698661	3110010150711	3110010180180	3110010443118	3110010490691	3110010577238	3110011146328	3110011282960	3110012170820	3110013737322	3110014238531
METTEN	1000	0005	0003	0004	0002	9000	2000	8000	6000	0010	0011	0012	0013	0014	0015	0016	0017	0018	0019	0020	0021	0022	0023	0024	0025	0026	0027	0028	0029	0030	0031	0032

LA LIEN	NSN	
0001	3110000148335	02A,34A,BYF
0005	3110000187451	52N,61N,48N,42N,41F,39N,30F,25F,LZN,16N,12F,11F,10N,05F,
0003	3110000548823	VHA,32A
0004	3110001002366	SQN, 32F, QUN, MNN, QZN, RCN, SMN, QSN, VBN, VXN, WFN, W5N,
9000	3110001145992	YJN,23N,86F,98F,25F,19F,88F,WGN,RNN,KBN,JAN,HZN,EXN,A
9000	3110001150756	
2000	3110001340190	
8000	3110001350563	VHA,02A,22F,32A
6000	3110001419848	RLN,W5N,FBN,JRN,X2M
0010	3110001448501	16N,RQN,SFN,STN,TZN,WDN,W5N,04F,45N,52N,63N,10N,RCN
9011	3110001556675	ARN,30A,28A,ZLA,XYM,FTA,UJM
0012	3110001556745	JAN
0013	3110001751457	16F,10N,DUF,ATF,04F,42F
0014	3110001982079	QZN,TZN,SRN,SQN,SMN,RNN,RCN,VLA,QWN,NRN,85N,MQN,
0015	3110004360514	25F,CDF,11F
0016	3110005051696	DTF,MVF,16N,24F,26F,56F
0017	3110005291554	CPN
0018	3110006081550	41N,82F,52N,43N,44N,45N,48N,42N,55N,58N,59N,63N,80F,86F,
0019	3110006215240	QKN,48N,63N,41N,CFN,22F,39N
0020	3110007251648	77N,41N,42N,43N,44N,45N,48N,52N,55N,58N,63N,80F,40N,82F
0021	3110008005603	11F,05F,61A,56F,25F,16N,12F,AUF,04F,MZF,MVF,EDN,CGF,10
0022	3110009698661	05F,42N,40N,05A,YYA,CFN,41N
0023	3110010150711	24F,29N,56F
0024	3110010180180	24F
0025	3110010443118	CPN
9200	3110010490691	MVF,12F,25F,11F,05F,BQF,BAF,AXF,CGF,AYF
0027	3110010577238	26F
0028	3110011146328	YYA,05A,61A
0029	3110011282960	41N,52N,55N,48N,16N,45N,43N
0030	3110012170820	DTF,11F,19F,61A
0031	3110013737322	75F
0032	3110014238531	25F,05F